

CITY OF MONTEREY PARK, AND
THE CITY COUNCIL ACTING ON BEHALF OF THE SUCCESSOR
AGENCY OF THE FORMER REDEVELOPMENT AGENCY
AGENDA

REGULAR MEETING
Monterey Park City Hall Council Chambers
320 West Newmark Avenue, Monterey Park, Ca 91754

WEDNESDAY
June 5, 2013
7:00 PM

MISSION STATEMENT

**The mission of the City of Monterey Park is to provide excellent services
to enhance the quality of life for our entire community.**

Staff reports, writings, or other materials related to an item on this Agenda, which are distributed to the City Council/Agency Board less than 72 hours before this scheduled meeting shall be available for public inspection in the City Clerk's Office located at 320 West Newmark Avenue, Monterey Park, CA 91754, during normal business hours. Such staff reports, writings, or other materials are also on the City's website subject to staff's ability to post the materials before the meeting. The City's website is located at <http://ci.monterey-park.ca.us/home/index.asp>. Copies of staff reports and/or written documents pertaining to any item on the Agenda are on file in the Office of the City Clerk and are available for public inspection during regular business hours.

PUBLIC COMMENTS ON AGENDA ITEMS

Any member of the public wishing to address the City Council regarding any item on this Agenda will need to fill out a speaker card and then please return it to the City Clerk prior to the announcement of the Agenda Item.

Speakers are afforded five (5) minutes per individual on each published agenda item. The Public will be allowed consolidation with another speaker's time not to exceed two (2) minutes for each speaker wishing to forego his or her opportunity. However in the interest of ensuring that all members of the Public have an equal opportunity to participate, a single speaker cannot speak for more than ten (10) minutes on the individual Agenda item. In the event that there are a large number of speakers on a particular agenda item, the Council may in the interest of being able to timely conduct business reduce the amount of time allotted to each speaker and/or limit the total amount time allowed for speakers to address the agenda item. At the conclusion of that period of time, the speaker will be asked to please conclude their remarks so that the next speaker may begin their comments.

In accordance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call City Hall, (626) 307-1359. Please notify the City Clerk's Office twenty-four hours prior to the meeting so that reasonable arrangements can be made to ensure availability of audio equipment for the hearing impaired. Council Chambers are wheelchair accessible.

PLEASE NOTE that this Agenda includes items considered by the City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency, and the Successor Housing Agency which dissolved February 1, 2012. Successor Agency matters will include the notation of "SA" next to the Agenda Item Number. Housing Successor Agency will include the notation of "HSA" next to the Agenda Item Number.

CALL TO ORDER Mayor
FLAG SALUTE Girl Scout Troop 13161
ROLL CALL Peter Chan, Mitchell Ing, Hans Liang, Teresa Real Sebastian, and Anthony Wong

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

CONSENT CALENDAR ORAL AND WRITTEN COMMUNICATIONS

Any individual wishing to address the Council under Oral and Written Communications needs to complete a Speaker Card provided by the City Clerk and then please return it the City Clerk prior to the City Council taking up this item.

The City Clerk will call members of the public that have submitted speaker cards. The City Clerk will call the public in the same order that the speaker cards are received except that the Clerk may group and present the speaker cards by first calling all persons in favor of an issue and all persons opposed, and finally those with neutral comments.

Items on the Consent Calendar are considered to be routine, ongoing business and will be enacted by one motion. There is no separate discussion on consent items unless a Council Member/Agency Member or citizen so requests, in which event the item is removed from the Consent Calendar and considered separately. Individuals wishing to address the City Council/Agency on any item must first complete a speaker card provided by the City Clerk and must return it to the City Clerk prior to the Council's/Agency's consideration of the Consent Calendar. The City Clerk will not accept cards after the item has been taken up. Time limit for individual comments is five minutes.

Consent Calendar – Approval By Minute Motion

SUCCESSOR AGENCY CONSENT CALENDAR ITEMS 1-2

1. SUCCESSOR AGENCY RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council (acting on behalf of the Successor Agency) approve all disbursements.

Recommendations: It is recommended that the City Council (acting on behalf of the Successor Agency)

- (1) approve payment of warrants and adopt Resolution No. _____ of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated **June 5, 2013 totaling \$1,436.36** and specifying the funds out of which the same are to be paid; and
- (2) take such additional, related, action that may be desirable.

2. SUCCESSOR AGENCY MINUTES

Approval of Minutes from the regular meeting of April 17, 2013 of the Successor Agency to the former Monterey Park Redevelopment Agency.

Recommendations: It is recommended that the City Council (acting on behalf of the Successor Agency)

- (1) approve the minutes from the Successor Agency to the former Monterey Park Redevelopment Agency regular meeting of April 17, 2013; and
- (2) take such additional, related, action that may be desirable.

PRESENTATIONS: None.

ORAL AND WRITTEN COMMUNICATIONS

Any individual wishing to address the Council under Oral and Written Communications needs to complete a Speaker Card provided by the City Clerk and then please return it the City Clerk prior to the City Council taking up this item.

The City Clerk will call members of the public that have submitted speaker cards. The City Clerk will call the public in the same order that the speaker cards are received except that the Clerk may group and present the speaker cards by first calling all persons in favor of an issue and all persons opposed, and finally those with neutral comments.

CITY OF MONTEREY PARK CONSENT CALENDAR ITEMS 3-9

3. RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council approve all disbursements.

Recommendations: It is recommended that the City Council

- (1) Approve payment of warrants and adopt Resolution No. _____ allowing certain claims and demands per Warrant Register dated **June 5, 2013 Totaling \$1,303,107.80** and specifying the funds out of which the same are to be paid; and
- (2) take such additional, related, action that may be desirable.

4. MINUTES

Approval of Minutes from the regular meeting of April 17, 2013 and the special meetings of April 15, 2013, and April 16, 2013.

Recommendations: It is recommended that the City Council:

- (1) approve the minutes from the regular meeting of April 17, 2013 and the special meetings of April 15, 2013, and April 16, 2013; and
- (2) take such additional, related, action that may be desirable.

5. ALHAMBRA UNIFIED SCHOOL DISTRICT JOINT USE AGREEMENT

The Alhambra Unified School District is securing Monterey Highlands Elementary School by placing fencing around the location. The blacktop area and playgrounds has been open in past for residents to use. The City is providing interior fencing to continue to allow access to these locations.

Recommendations: It is recommended that the City Council

- (1) Authorize the City Manager to execute a contract, in a form approved by the City Attorney, to establish a joint use agreement between the City of Monterey Park and the Alhambra Unified School District of Los Angeles County for the use of athletic fields at Monterey Highlands Park and Monterey Highlands Elementary School.
- (2) take such additional, related, action that may be desirable.

6. 2013-2014 APPROPRIATION LIMIT

The appropriation limit is a constitutional spending restriction approved by the California voters in November 1979 and places a maximum amount of tax proceeds a government may spend in a fiscal year. Each year, the State Department of Finance provides information for calculating the appropriation limit. The data used to adjust the City's 2013-14 limits are the California per capita personal income growth of 5.12 percent and the Los Angeles County's population growth of 0.69 percent.

Recommendations: It is recommended that the City Council consider

- (1) Adopt Resolution No. ____ establishing the City's 2013-2014 Appropriation Limit; and
- (2) take such additional, related, action that may be desirable.

7. REAPPOINTMENT TO THE PERSONNEL BOARD

Pursuant to Municipal Code Section 2.28.050, the Personnel Board consists of one member nominated by Fire and Police Department personnel, one member by the Miscellaneous Employees, two member from the Community at Large and one member nominated by the majority of the Personnel Board Members. Paul Lemire has served as the Miscellaneous Employees appointment and her term expires June 3, 2013. The representatives of the three miscellaneous labor associations have been contacted and desire to have Ms. Lemire reappointed.

Recommendations: It is recommended that the City Council:

- (1) Reappoint Pauline Lemire to serve on the Personnel Board for a four-year term; and
- (2) take such additional, related, action that may be desirable.

8. CITY OF LOS ANGELES' ENHANCED WATERSHED MANAGEMENT PROGRAM

The new Municipal Separate Storm Sewer Systems (MS4) permit offers cities 2 paths to comply with the State Regional Board's storm water requirements: Watershed Management Program (WMP) and Enhanced Watershed Management Program Watershed (EWMP). Essentially both alternatives are the same – to reduce or treat pollutants from those sources and to develop computer models to substantiate the strategies. However, the EWMP includes a provision to recharge the underground drinking water aquifers with storm water runoff and extends the plan development deadline by 30 months.

Recommendations: It is recommended that the City Council:

- (1) Authorize the City Manager to sign and submit the Letter of Intent to participate in the City of Los Angeles' Enhanced Watershed Management Program and Coordinated Integrated Monitoring Program in collaboration with the Upper Los Angeles River Watershed Group; and
- (2) take such additional, related, action that may be desirable.

9. TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM

Recently, the County completed Traffic Signal Synchronization Program improvements on Garvey Avenue which involved traffic signal upgrades at 14 intersections and in 1995, upgrades on Atlantic Boulevard and Garfield Avenue. The County is requesting a cooperative agreement to formalize the roles and responsibilities in operating and maintaining these improvements.

Recommendations: It is recommended that the City Council:

- (1) Adopt Resolution No. ____ authorizing the City Manager to execute a Cooperative Agreement, in a form approved by the City Attorney, between the County of Los Angeles and the City of Monterey Park for the Traffic Signal Synchronization Program; and
- (2) take such additional, related, action that may be desirable.

PUBLIC HEARING

10. RENEWING THE CITYWIDE BENEFIT ASSESSMENT DISTRICT FOR STREET LIGHTING AND LANDSCAPING COSTS

The City's assessment district was formed under the 1972 Lighting and Landscaping Act (Streets and Highways Code 22500). The law requires the City to renew the assessment district each year to continue the collection of assessments. Revenue generated by the City's assessment district is approximately \$982,000 a year. The City has renewed the benefit assessment district for the past 20 years.

Recommendations: It is recommended that the City Council

- (1) Open public hearing, hear staff, hear audience, close public hearing;
- (2) Adopt Resolution No. ____ authorizing the Levy and Collection of Assessments for 2013-14 fiscal year; and
- (3) take such additional, related, action that may be desirable.

11. COMPREHENSIVE MASTER FEE STUDY

The purpose of this study is to ensure that the fees currently in place are fair and reasonable and effectively recover the cost for the services provided. The total cost for each fee included in this study is based on the full cost of providing the services, including staff salaries, benefits, departmental costs, as well as indirect costs from central service support.

Recommendations: It is recommended that the City Council

- (1) Open public hearing, hear staff, hear audience, close public hearing;
- (2) Adopt Resolution No. _____ a new fee schedule for recovering costs incurred from providing various public services; and
- (3) take such additional, related, action that may be desirable.

UNFINISHED BUSINESS

None.

NEW BUSINESS

12. HEAL BIKE PLAN GRANT

The City has secured a competitive grant from the Los Angeles County Department of Public Health to develop a regional bike plan that is composed of city-specific master plans for each participating city.

Recommendations: It is recommended that the City Council:

- (1) Appoint a Council Member to serve on a Blue Ribbon Committee;
- (2) Adopt Resolution No. ____ to participate in the HEAL Bike Plan Project;
and
- (3) take such additional, related, action that may be desirable.

13. COMMISSIONS, BOARDS AND COMMITTEES

At the April 23, 2013 study session, Council provided direction for improving the manner in which persons are appointed to various commissions, boards, and committees and the way they conduct business and consolidate the ones that have similar missions.

Recommendations: It is recommended that the City Council:

- (1) introduce and waive first reading of Ordinance No. _____amending Monterey Park Municipal Code Chapter 2.82 in its entirety regulating general requirements for City Commissions, Boards and Committees; amending regulations affecting the Design Review Board; and repealing Monterey Park Municipal Code sections relating to certain City Commissions, Boards, and Committees;
- (2) Adopt Resolution No. _____ establishing various Boards and Commissions in accordance with Chapter 2.82 of the Monterey Park Municipal Code; and
- (3) take such additional, related, action that may be desirable.

14. LEASE FOR MP MONTEREY PARK GOLF LLC FOR OPERATION OF THE MONTEREY PARK GOLF COURSE

Mr. Val Kim has been the onsite operator for M.P.G.C. and successfully operated the golf course for many years. With the owners of M.P.G.C. Limited retiring, they were approached by the firm of LWL Investment Group, LLC. (LWL), owned by Mr. Don Keunmim Lee and Stephen Whang, to take over operation of the golf course.

Recommendations: It is recommended that the City Council:

- (1) approve the Lease Agreement with MP Monterey Park Golf, LLC for the period of 20 years with two 10-year options;
- (2) authorize the City Manager to execute the lease, in a form approved by the City Attorney; and
- (3) take such additional, related, action that may be desirable.

COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Council communications and committee reports from Council Representatives of specific organizations

CLOSED SESSION

None.

ADJOURN

CONSENT CALENDAR ORAL AND WRITTEN COMMUNICATIONS

Staff Report City of Monterey Park

Consent Calendar
Agenda Item 1 (SA)

June 5, 2013

To: Paul Talbot, City Manager

From: Annie Yaung, CPFO, Controller

Subject: Warrant Register for Successor Agency to the Former Community
Redevelopment Agency of June 5, 2013

The claims and demands on the attached warrant register have been duly audited. I certify that the said claims and demands are accurate, are proper charges against the City of Monterey Park, Acting as the Successor Agency to the Former Community Redevelopment Agency (SA). I also certify that there are monies available for the payments thereof. Please note that amounts being paid by the SA funds in this warrant register represented expenditures incurred, which are pending for approval by the Oversight Board.

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered 160-165 (SA).

Fiscal Impact

Disbursements from all SA funds total \$1,436.36.

Recommendation

Adopt SA Resolutions approving payment of warrants.

By: _____

Annie Yaung, CPFO
Controller

Approval: _____

Paul Talbot
City Manager

RESOLUTION NO. SA-_____

**A RESOLUTION OF THE
SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA)
ALLOWING CERTAIN CLAIMS AND DEMANDS
PER WARRANT REGISTER DATED 5TH DAY OF JUNE 2013
TOTALING \$1,436.36 AND SPECIFYING THE FUNDS OUT
OF WHICH THE SAME ARE TO BE PAID**

THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY
DOES RESOLVE AS FOLLOWS:

SECTION 1. That the following claims and demands have been audited and that the same
are hereby allowed from various funds in the following amounts:

Atlantic/Garvey Projects	\$ 748.72
Merged Project Projects	687.64
Total	<u>\$ 1,436.36</u>

PASSED, APPROVED AND ADOPTED THE 5TH DAY OF JUNE 2013.

Teresa Real Sebastian, Mayor
City of Monterey Park, California

ATTEST:

Vincent D. Chang, City Clerk
City of Monterey Park, California

Resolution No. SA-
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STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY)
OF CITY OF MONTEREY PARK)

I hereby certify that this resolution was duly adopted by the
Successor Agency to the Former Community Redevelopment Agency,
at a regular meeting held on the 5th day of June 2013 by the following vote.

AYES:
NOES:
ABSTAIN:
ABSENT:

Vincent D. Chang, City Clerk
City of Monterey Park, California

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 06/05/2013

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AT&T	0860-801-1203-32050	29.18	INTERNET/PHONE SERVICE		161	29.18
BANKCARD CENTER	0860-801-1203-39400	94.50	4/13 STMT-TRAINING		160	
	0870-801-1203-39400	94.50	4/13 STMT-TRAINING		160	
						189.00
	TOTAL FOR PREPAID WARRANTS					218.18

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 06/05/2013

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
FEDERAL EXPRESS CORP.	0870-801-1203-31100	34.16	DELIVERY SERVICE		162	34.16
JENKINS & HOGIN, LLP	0860-801-1203-31600	262.50	LEGAL-ATLANTIC TIMES SQUARE		163	
	0870-801-1203-31600	262.50	LEGAL-ATLANTIC TIMES SQUARE		163	525.00
NATIONAL CONSTRUCTION RENTALS	0860-801-1203-31100	66.06	FENCE RENTAL 540 W.GARVEY		164	66.06
OFFICE SOLUTIONS	0860-801-1203-21350	296.48	OFFICE SUPPLIES		165	
	0870-801-1203-21350	296.48	OFFICE SUPPLIES		165	592.96
TOTAL FOR PRINTED WARRANTS						1,218.18

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 06/05/2013

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TOTAL FOR PREPAID WARRANTS	218.18
TOTAL FOR PRINTED WARRANTS	1,218.18
TOTAL WARRANTS	1,436.36
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	2
TOTAL CHECKS PRINTED	4
TOTAL CHECKS ISSUED	6

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 06/05/2013
FUND SUMMARY

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FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0860	ATLANTIC/GARVEY CAP PROJECTS	123.68	625.04	748.72
0870	MERGED CAPITAL PROJECTS	94.50	593.14	687.64
	TOTAL	218.18	1,218.18	1,436.36

Staff Report City of Monterey Park

Consent Calendar
Agenda Item 2 (SA)

DATE: June 5, 2013

TO: Paul Talbot, City Manager
FROM: Vincent D. Chang, City Clerk
SUBJECT: Successor Agency (SA) Minutes

Attached are minutes for approval by City Council for the following meetings:

- April 17, 2013 (Regular)

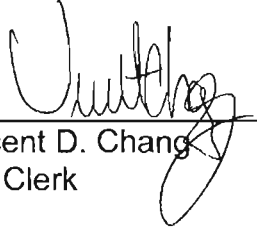
FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended that the City Council acting on behalf Successor Agency to the former Redevelopment Agency approved the minutes.

By:



Vincent D. Chang
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
REGULAR MEETING
APRIL 17, 2013**

The City Council of the City of Monterey Park held a Regular Meeting of the Council in the Council Chambers, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, April 17, 2013 at 7:00 p.m.

The minutes include items considered by the City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency, which dissolved February 1, 2012. Successor Agency matters will include the notation of "SA" next to the Agenda Item Number.

CALL TO ORDER:

Mayor Real Sebastian called the meeting to order at 7:02 p.m.

FLAG SALUTE:

The Monterey Park Police Explorers led the flag salute.

Mayor Real Sebastian called a moment of silence for those who lost their lives in the Boston Marathon bombing on April 15, 2013.

Mayor Real Sebastian congratulated and honored Officer David Johnson, a 32 year City of Monterey Park reserved officer who was presented with the City of Monterey Park Chief's Award.

ROLL CALL:

City Clerk Chang called the roll:

Council Members Present: Ing, Chan, Liang, Wong, Real Sebastian

Council Members Absent: None

ALSO PRESENT: City Manager Talbot, Assistant City Attorney Berger, City Treasurer Leon, Fire Chief Birrell, Police Chief Smith, Human Resources Director Cody, Recreation and Community Services Costley, City Librarian Arvizu, Support Services Manager Shay, Interim Director of Public Works/Community Development Quintero, Special Projects Coordinator Furk, Financial Services Manager Yaung

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTION

Council Member Chan pulled his requested item from Council Communications and Mayor/Council and Agency Matters regarding the public forum.

SUCCESSOR AGENCY CONSENT CALENDAR CONSISTS OF ITEM NO. 1-3

Matters listed under consent calendar are considered to be routine, ongoing business and are enacted by one motion unless specified.

Action Taken: The City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency approved and adopted Item No. 1 - 3 and reading resolutions and ordinances by title only and waiving further reading thereof.

MISSION STATEMENT

The mission of the City of Monterey Park is to provide excellent services to enhance the quality of life for our entire community.

Motion: Moved by Mayor Pro Tem Wong and seconded by Council Member Liang, motion carried by the following vote:

Ayes: Council Members: Ing, Chan, Liang, Wong, Real Sebastian
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

1. SUCCESSOR AGENCY RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council (acting on behalf of the Successor Agency) approve all disbursements.

Action Taken: The City Council approved the payment of warrants and adopted **Resolution No. SA – 38** of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated **April 17, 2013 Totaling \$5,959.39** and specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. SA - 38, entitled:

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED **April 17, 2013 Totaling \$5,959.39** AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

2. SUCCESSOR AGENCY INVESTMENT REPORT AS OF MARCH 2013

In accordance with the City's Investment Policy, a monthly investment report is presented to the City Council disclosing types of investments, dates of maturities, amounts of deposits, rates of interest, and for securities with a maturity of more than 12 months, current market values.

Action Taken: The City Council received and filed the investment report as of March 2013 on Consent Calendar.

3. SUCCESSOR AGENCY MINUTES

Approval of Minutes from the regular meetings of February 20, 2013, March 6, 2013, and March 20, 2013 of the Successor Agency to the former Monterey Park Redevelopment Agency.

Action Taken: The City Council approved the minutes from the Successor Agency to the former Monterey Park Redevelopment Agency regular meetings of February 20, 2013, March 6, 2013, and March 20, 2013 on Consent Calendar.

This is the end of Successor Agency (SA) items.

ORAL AND WRITTEN COMMUNICATIONS

Staff Report City of Monterey Park

June 5, 2013

To: Paul Talbot, City Manager
From: Annie Yaung, CPFO, Controller
Subject: Warrant Register for the City of Monterey Park of June 5, 2013

The claims and demands on the attached warrant register have been duly audited. I certify that the said claims and demands are accurate, are proper charges against the City of Monterey Park. I also certify that there are monies available for the payments thereof.

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered 293031-293305.

Fiscal Impact

Disbursements from all funds total \$1,303,107.80.

Recommendation

Adopt City Resolutions approving payment of warrants.

By: _____

Annie Yaung, CPFO
Controller

Approval: _____

Paul Talbot
City Manager

RESOLUTION NO.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS
PER WARRANT REGISTER DATED 5TH DAY OF JUNE 2013
TOTALING \$1,303,107.80 AND SPECIFYING THE FUNDS OUT
OF WHICH THE SAME ARE TO BE PAID

THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DOES RESOLVE:

SECTION 1. That the following claims and demands have been audited and that the same are hereby allowed from various funds in the following amounts:

General Fund	\$ 276,441.55
State Gas Tax Fund	1,112.09
Sewer Fund	726.76
Refuse Fund	411,168.83
City Shop Fund	70,161.22
Separation Benefits Fund	1,662.00
General Liability Fund	5,961.92
Technology Internal Service Fund	4,183.89
Payroll Clearing Account	11,475.73
Public Safety Impact Fee	21,157.90
Special Deposits Fund	18,375.98
Business Improvement Area #1	4,725.00
Workers Comp. Fund	6,666.67
Water Fund	162,543.62
Water Treatment Fund	43,399.53
OPA Proposition A	10,308.64
Measure R Fund	3,479.65
Library Tax Fund	85.02
POST	429.19
Home Housing Program	50,933.06
Recreation Fund	1,019.81
Asset Forfeiture	20,141.47
Construction Agency Fund	880.00
Prop C	47,655.70
CDBG Fund	209.83
Maintenance District 93-1	1,289.93
Prop A - Per Parcel Grant	1,567.50
Homeland Security Grant - 2011	12,786.59
Recreation Grant (075)	2,323.00
Maintenance Grant (075)	7,034.00
ELAC Instructional Serv Prog	6,347.81
EEC Block Grant	75.00
Target Grant (2010)	43.97
Emergency Operations Center	81,357.45
Sustainable Comm Planning	7,762.17
City/Housing Successor Agency	7,615.32
 TOTAL	 <u>\$ 1,303,107.80</u>

PASSED, APPROVED AND ADOPTED THE 5TH DAY OF JUNE 2013.

Teresa Real Sebastian, Mayor
City of Monterey Park, California

ATTEST

Vincent D. Chang, City Clerk
City of Monterey Park, California

RESOLUTION NO.
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STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.
CITY COUNCIL OF THE)
CITY OF MONTEREY PARK)

I hereby certify that the foregoing Resolution was adopted by the City Council of the City of Monterey Park at a regular meeting held on the 5th day of June 2013 by the following vote of the Council:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAINED:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

Vincent D. Chang, City Clerk
City of Monterey Park, California

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 06/05/2013

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ACCELERATED MODULAR CONCEPTS INC.	0435-801-5004-99714	20,317.89	EMERGENCY OPERATION CENTER	70455	293079	
	0435-801-5004-99714	21,280.94	EMERGENCY OPERATION CENTER	70455	293079	
	0435-801-5004-99714	4,917.00	EMERGENCY OPERATION CENTER	70455	293079	
	0435-801-5004-99714	2,100.00	EMERGENCY OPERATION CENTER	70455	293079	
	0435-801-5004-99714	2,628.48	EMERGENCY OPERATION CENTER	70455	293079	51,244.31
ACCONTEMPS	0010-801-1403-31950	800.00	TEMPORARY STAFFING SERVICES		293031	800.00
	0010-801-1403-31950	800.00	TEMPORARY STAFFING SERVICES		293054	800.00
	0010-801-1403-31950	856.25	TEMPORARY STAFFING SERVICES		293080	856.25
ADCO ROOFING, INC.	0071-801-5004-99716	9,699.00	FIRE STATION RE-ROOF	70452	293055	
	0071-801-5004-99719	497.10	FIRE STATION RE-ROOF	70452	293055	10,196.10
ALL GOOD EDUCATION CORPORATION	0159-801-6507-31930	127.50-	VOID CHECK		291832	127.50-
ALLGOOD EDUCATION CORPORATION (DBA)	0159-801-6507-31930	127.50	INSTRUCTOR-RECREATION CLASS		293032	127.50
AMERICA'S INSTANT SIGNS, INC.	0349-801-3201-39400	1,656.00	EOC SIGNS	70611	293052	
	0349-801-3201-39400	2,033.00	EOC SIGNS	70611	293052	3,689.00
AT & T	0010-801-3112-32050	5.09	PHONE SERVICE		293056	
	0010-801-3114-32050	3.81	PHONE SERVICE		293056	8.90
	0010-801-3112-32050	224.65	PHONE SERVICE		293081	224.65
	0010-801-3113-32050	34.78	PHONE SERVICE		293057	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						34.78
AT&T	0010-801-6502-32050	139.83	INTERNET/PHONE SERVICE		293033	139.83
	0010-801-3201-32050	1,376.47	INTERNET/PHONE SERVICE		293058	
	0010-801-1408-32050	1,856.33	INTERNET/PHONE SERVICE		293058	
	0010-801-3112-32050	1,237.56	INTERNET/PHONE SERVICE		293058	
	0010-801-3201-32050	618.78	INTERNET/PHONE SERVICE		293058	
	0010-801-6001-32050	206.26	INTERNET/PHONE SERVICE		293058	
	0169-801-2201-32050	206.26	INTERNET/PHONE SERVICE		293058	
	0010-801-1404-32050	2,063.17	INTERNET/PHONE SERVICE		293058	
	0092-801-4220-32050	214.58	INTERNET/PHONE SERVICE		293058	
	0092-801-4222-32050	1,114.98	INTERNET/PHONE SERVICE		293058	
	0010-801-4209-32050	452.10	INTERNET/PHONE SERVICE		293058	
	0010-801-6517-32050	49.92	INTERNET/PHONE SERVICE		293058	
	0022-801-4206-32050	560.27	INTERNET/PHONE SERVICE		293058	
	0109-801-6511-32050	133.03	INTERNET/PHONE SERVICE		293058	
	0010-801-1301-32050	29.48	INTERNET/PHONE SERVICE		293058	
	0010-801-6502-32050	308.15	INTERNET/PHONE SERVICE		293058	
	0010-801-3112-32050	7,912.18	INTERNET/PHONE SERVICE		293058	
	0010-801-3113-32050	29.07	INTERNET/PHONE SERVICE		293058	
	0010-801-3114-41100	31.55	INTERNET/PHONE SERVICE		293058	18,400.14
	0010-801-1801-32050	29.53	INTERNET/PHONE SERVICE		293082	
	0010-801-6001-32050	208.43	INTERNET/PHONE SERVICE		293082	
	0010-801-1404-32050	63.13	INTERNET/PHONE SERVICE		293082	
	0010-801-1408-32050	239.11	INTERNET/PHONE SERVICE		293082	
	0043-801-1404-32050	25.10	INTERNET/PHONE SERVICE		293082	
	0092-801-1404-32050	30.48	INTERNET/PHONE SERVICE		293082	595.78

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
BANKCARD CENTER	0010-801-1101-22670	114.09	4/13 STMT-MEETINGS		293034	
	0010-801-1101-39400	110.58	4/13 STMT-SEMINARS		293034	
	0010-801-1201-39300	917.38	4/13 STMT-SUBSCRIPTION		293034	
	0010-801-1201-39400	50.00	4/13 STMT-MEETINGS		293034	
	0010-801-1403-39400	853.84	4/13 STMT-TRAINING		293034	
	0010-801-1404-39300	200.00	4/13 STMT-MEMBERSHIP		293034	
	0010-801-1801-33200	338.06	4/13 STMT-CONFERENCE		293034	
	0010-801-3101-22670	186.00	4/13 STMT-REFRESHMENT		293034	
	0043-801-1404-38400	1,199.00	4/13 STMT-DIGITAL RECORDER		293034	
	0043-801-1404-39300	200.00	4/13 STMT-MEMBERSHIP		293034	
	0092-801-1404-39300	200.00	4/13 STMT-MEMBERSHIP		293034	
	0136-801-3101-33250	105.28	4/13 STMT-POLICE POST TRAINING		293034	
	0349-801-3201-39400	900.00	4/13 STMT-MEMBERSHIP		293034	
						5,163.67
CUEVAS BILL	0010-801-3120-39700	100.00	PETTY CASH-REFRESHMENTS		293035	
	0010-801-3102-24100	40.94	PETTY CASH-SUPPLIES		293035	
	0010-801-3101-22670	31.38	PETTY CASH-REFRESHMENTS		293035	
	0136-801-3101-33250	18.67	PETTY CASH-POLICE POSTTRAINNG		293035	
	0136-801-3101-33250	54.00	PETTY CASH-POLICE POSTTRAINING		293035	
	0010-801-3101-22670	82.60	PETTY CASH-REFRESHMENTS		293035	
	0010-801-3103-38400	10.00	PETTY CASH-PARKING		293035	
	0010-801-3103-38400	12.00	PETTY CASH-PARKING		293035	
	0060-801-4211-22250	43.33	PETTY CASH-FUEL		293035	
	0010-801-3102-24100	78.47	PETTY CASH-SUPPLIES		293035	
						471.39
FRANCISCO CABRAL	0075-450-0075-08520	325.00	CINCO DE MAYO PERFORMER (TRUST)		293036	
						325.00
CALIFORNIA AUTOMATIC FIRE ALARM AS	0010-801-3205-39700	80.00	FIRE CODE BOOK		293059	
						80.00

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CALIFORNIA AUTOMATIC FIRE ALARM AS	0010-801-3205-39700	199.00	FIRE TRAINING		293060	199.00
CARSON TRAILER INC	0010-801-5002-88560	1,383.20	FIRE TRAILER		293037	1,383.20
CHARTER COMMUNICATIONS	0010-801-1404-32050	70.40	INTERNET/CABLE SERVICE		293083	
	0010-801-3112-32050	29.10	INTERNET/CABLE SERVICE		293083	
	0043-801-1404-32050	51.87	INTERNET/CABLE SERVICE		293083	
	0092-801-1404-32050	62.99	INTERNET/CABLE SERVICE		293083	
	0092-801-4220-32050	19.68	INTERNET/CABLE SERVICE		293083	234.04
RAY J CHAVEZ	0092-701-0092-07510	364.90	REFUND WATER BILL		293061	364.90
CHEVRON INC	0060-801-4211-22250	2,071.81	4/13-FUEL SERVICE		293084	2,071.81
CITY OF MONTEREY PARK	0092-450-0092-09000	4,388.00	REFUND-WATER DEPOSIT		293038	
	0092-701-0092-07510	3,527.01-	WATER USAGE		293038	
	0092-701-0092-07510	343.22	REFUND-WATER PAYMENT		293038	1,204.21
CUMMINS POWER GENERATION	0435-801-5004-99714	3,954.58	EOC GENERATOR	70520	293039	
	0071-801-5004-99714	1,318.19	EOC GENERATOR	70520	293039	
	0435-801-5004-99714	19,477.82	EOC GENERATOR	70520	293039	
	0071-801-5004-99714	6,492.61	EOC GENERATOR	70520	293039	31,243.20
D & R OFFICE WORKS INC	0349-801-3201-39400	45.60	FIRE EOC FURNITURE	70601	293040	
	0071-801-5004-99714	2,226.92	FIRE EOC FURNITURE	70601	293040	
	0435-801-5004-99714	6,680.74	FIRE EOC FURNITURE	70601	293040	8,953.26
DHI CONSTRUCTION INC	0152-801-5004-99008	7,350.75	REHAB CHANDLER PHASE 2	70199	293041	7,350.75

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
DHI CONSTRUCTION INC	0152-801-5004-99008	4,976.50	REHAB CHANDLER PHASE 2	70199	293062	
	0152-850-2206-44000	4,873.00	REHAB CHANDLER PHASE 1	69416	293062	9,849.50
EMPLOYMENT DEVELOPMENT DEPT.	0010-801-5102-35700	7,690.00	UNEMPLOYMENT INS-Q1 2013		293063	7,690.00
FOUR SEASONS CONSTRUCTION	0152-701-0152-05451	151.88	REPAIR 325B E.POMONA		293064	
	0880-701-0880-05451	223.12	REPAIR 325B E.POMONA		293064	
	0152-701-0152-05455	123.50	REPAIR 534 CHANDLER		293064	
	0880-701-0880-05455	526.50	REPAIR 534 CHANDLER		293064	
	0152-701-0152-05451	79.76	REPAIR 325B E.POMONA		293064	
	0880-701-0880-05451	117.18	REPAIR 325B E.POMONA		293064	
	0152-701-0152-05455	76.73	REPAIR 534A CHANDLER		293064	
	0880-701-0880-05455	327.10	REPAIR 534A CHANDLER		293064	1,625.77
	0152-701-0152-05454	701.78	REPAIR POMONA BLVD 321		293085	
	0880-701-0880-05454	77.97	REPAIR POMONA BLVD 321		293085	
	0152-701-0152-05451	265.98	REPAIR POMONA BLVD 325		293085	
	0880-701-0880-05451	390.77	REPAIR POMONA BLVD 325		293085	
	0152-701-0152-05453	378.75	REPAIR POMONA BLVD 341		293085	
	0152-701-0152-05452	501.73	REPAIR POMONA BLVD 371		293085	
	0880-701-0880-05452	32.02	REPAIR POMONA BLVD 371		293085	2,349.00
SERGIO GONZALEZ	0061-220	1,662.00	ADVANCE DISABILITY PENSION		293086	1,662.00
GOVERNMENT FINANCE OFFICERS	0010-801-1403-39350	159.00	SUBSCRIPTION		293042	159.00
KENNETH HUI	0075-450-0075-08610	350.00	PLAY DAYS PERFORMER (TRUST)		293065	350.00
JWA URBAN CONSULTANTS INC	0880-801-1204-31950	3,419.50	CONSULTING SERVICES	70408	293087	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
JWA URBAN CONSULTANTS INC	0880-801-1204-31950	2,364.25	CONSULTING SERVICES	70408	293087	5,783.75
KIMTEK CORPORATION	0063-801-5002-88560	3,785.00	FIRE EQUIPMENT	70598	293043	3,785.00
GWEN KISHIDA	0131-801-6001-21350	85.02	PETTY CASH-PLAQUE		293088	
	0423-801-6006-22450	43.97	PETTY CASH-SUPPLIES		293088	
	0010-801-6003-22450	81.81	PETTY CASH-SUPPLIES		293088	210.80
LEAGUE OF CALIFORNIA CITIES	0010-801-1201-33200	40.00	CCM MEETING		293044	40.00
LOS ANGELES COUNTY REGISTRAR	0420-801-5002-96022	75.00	NOTICE OF DETERMINATION		293089	75.00
MARTIN MIRAMONTES PAINTING	0010-801-5002-96037	11,460.00	PAINTING COUNCIL CHAMBER	70580	293066	
	0010-801-5002-96037	10,100.00	PAINTING GRAND LOBBY	70580	293066	
	0010-801-5002-96037	350.00	PAINTING COUNCIL CHAMBER		293066	21,910.00
MERCI	0152-801-5004-99009	30,000.00	MERCI CONSTRUCTION	70201	293053	30,000.00
MONTEREY PARK PETTY CASH	0010-801-3102-24100	98.09	PETTY CASH-SUPPLIES		293045	
	0010-801-1403-39400	42.88	PETTY CASH-MILEAGE		293045	
	0010-801-1403-39400	18.88	PETTY CASH-MILEAGE		293045	
	0010-801-1403-39400	25.82	PETTY CASH-MILEAGE		293045	185.67
	0010-801-6505-23910	96.52	PETTY CASH-SUPPLIES		293067	
	0010-801-6517-22750	80.00	PETTY CASH-TRAINING		293067	
	0010-801-6505-23910	49.62	PETTY CASH-SUPPLIES		293067	
	0092-801-4222-24150	32.69	PETTY CASH-SUPPLIES		293067	
	0010-801-5002-88560	88.51	PETTY CASH-SUPPLIES		293067	
	0010-801-3210-38400	34.58	PETTY CASH-SUPPLIES		293067	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MONTEREY PARK PETTY CASH	0075-450-0075-08640	43.58	PETTY CASH-SUPPLIES (TRUST)		293067	
	0092-801-4221-24100	21.79	PETTY CASH-REFRESHMENTS		293067	
	0010-801-6502-31150	38.13	PETTY CASH-SUPPLIES		293067	
	0349-801-3201-39400	26.44	PETTY CASH-REFRESHMENTS		293067	
	0349-801-3210-39400	35.76	PETTY CASH-REFRESHMENTS		293067	
	0075-450-0075-08420	40.55	PETTY CASH-SUPPLIES (TRUST)		293067	
						588.17
	0075-450-0075-08420	89.14	PETTY CASH-SCOUTING (TRUST)		293090	
	0075-450-0075-08420	87.78	PETTY CASH-SCOUTING (TRUST)		293090	
	0075-450-0075-08420	93.18	PETTY CASH-SCOUTING (TRUST)		293090	
	0043-801-4208-33200	80.00	PETTY CASH-TRANING		293090	
	0071-801-3201-39460	30.04	PETTY CASH-TRAINING		293090	
	0071-801-3201-39460	28.96	PETTY CASH-TRAINING		293090	
	0071-801-3201-39460	41.86	PETTY CASH-TRAINING		293090	
	0071-801-3201-39460	25.94	PETTY CASH-TRAINING		293090	
						476.90
MT. SAN ANTONIO COLLEGE	0349-801-3201-39400	157.00	FIRE CPR CARDS		293068	
						157.00
KAREN OGAWA	0075-450-0075-09010	3,532.28	REIMBURSE CHERRY BLOSSOM-TRUST		293046	
						3,532.28
ONLINE STORES, INC	0010-801-6508-22670	470.15	FLAGS		293047	
						470.15
PACIFIC TELEMAGEMENT SERVICES	0010-801-6502-32050	228.00	PHONE SERVICE		293091	
						228.00
PARTYLINE EVENTS	0075-450-0075-08610	2,576.58	PLAY DAYS RENTAL (TRUST)	70310	293069	
						2,576.58
PITNEY BOWES POSTAGE BY PHONE	0010-801-1301-31750	1.12	POSTAGE		293092	
	0010-801-1301-32200	21.35	POSTAGE		293092	
	0010-801-1403-32200	82.88	POSTAGE		293092	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
PITNEY BOWES POSTAGE BY PHONE	0010-801-1406-32200	296.60	POSTAGE		293092	
	0010-801-1701-32200	64.28	POSTAGE		293092	
	0010-801-1702-32200	54.22	POSTAGE		293092	
	0010-801-1801-32200	11.25	POSTAGE		293092	
	0010-801-1802-32200	0.92	POSTAGE		293092	
	0010-801-3101-32200	20.26	POSTAGE		293092	
	0010-801-3102-32200	31.52	POSTAGE		293092	
	0010-801-3104-32200	15.47	POSTAGE		293092	
	0010-801-3111-32200	6.26	POSTAGE		293092	
	0010-801-3113-32200	24.84	POSTAGE		293092	
	0010-801-3114-32200	61.24	POSTAGE		293092	
	0010-801-3120-32200	0.92	POSTAGE		293092	
	0010-801-3205-32200	28.52	POSTAGE		293092	
	0010-801-3210-32200	12.16	POSTAGE		293092	
	0010-801-3220-32200	1.45	POSTAGE		293092	
	0010-801-4209-32200	1.38	POSTAGE		293092	
	0010-801-6001-32200	54.56	POSTAGE		293092	
	0010-801-6502-32200	30.12	POSTAGE		293092	
	0043-801-1201-32200	0.46	POSTAGE		293092	
	0043-801-4212-32200	18.48	POSTAGE		293092	
	0075-450-0075-09230	70.70	POSTAGE (TRUST)		293092	
	0092-801-4220-32200	28.36	POSTAGE		293092	
	0092-801-4223-32200	0.92	POSTAGE		293092	
	0010-801-1703-32200	12.09	POSTAGE		293092	
						952.33
PRIVATE MEDICAL CARE, INC.	0065-461	2,664.90	DENTAL INSURANCE		293048	
						2,664.90
SAN GABRIEL VALLEY CITY	0010-801-1201-33200	50.00	SGVCMA MEETING		293093	
						50.00

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
SBC LONG DISTANCE	0010-801-1408-32050	32.18	PHONE SERVICE		293070	
	0010-801-3112-32050	21.44	PHONE SERVICE		293070	
	0010-801-1408-32050	10.72	PHONE SERVICE		293070	
	0010-801-6001-32050	3.57	PHONE SERVICE		293070	
	0169-801-2201-32050	3.57	PHONE SERVICE		293070	
						71.48
SOUTHERN CALIFORNIA EDISON CO.	0152-701-0152-05451	1.42	ELECTRICITY 534BGH CHANDLER		293071	
	0880-701-0880-05451	6.07	ELECTRICITY 534BGH CHANDLER		293071	
						7.49
	0152-701-0152-05451	0.39	ELECTRICITY 534F CHANDLER		293094	
	0880-701-0880-05451	1.66	ELECTRICITY 534F CHANDLER		293094	
	0152-701-0152-05451	10.22	ELECTRICITY 534HM CHANDLER		293094	
	0880-701-0880-05451	43.57	ELECTRICITY 534HM CHANDLER		293094	
						55.84
SPRINT CORPORATION	0160-801-3115-38400	1,400.65	POLICE DATA SERVICE	70217	293049	
						1,400.65
	0160-801-3115-38400	1,065.74	POLICE DATA SERVICE		293050	
						1,065.74
THE STANDARD	0065-458	3,804.98	LTD INSURANCE		293051	
						3,804.98
THE GAS COMPANY (DBA)	0010-801-3114-36200	98.11	GAS SERVICES		293072	
	0060-801-4211-22250	151.91	GAS SERVICES		293072	
						250.02
	0152-701-0152-05451	6.22	GAS SERVICES 321L POMONA		293095	
	0880-701-0880-05451	9.13	GAS SERVICES 321L POMONA		293095	
	0152-701-0152-05455	2.80	GAS SERVICES 534B CHANDLER		293095	
	0880-701-0880-05455	11.94	GAS SERVICES 534B CHANDLER		293095	
	0152-701-0152-05455	3.31	GAS SERVICES 534D CHANDLER		293095	
	0880-701-0880-05455	14.09	GAS SERVICES 534D CHANDLER		293095	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
THE GAS COMPANY (DBA)	0152-701-0152-05455	7.60	GAS SERVICES 534E CHANDLER		293095	
	0880-701-0880-05455	32.38	GAS SERVICES 534E CHANDLER		293095	
	0152-701-0152-05455	3.31	GAS SERVICES 534F CHANDLER		293095	
	0880-701-0880-05455	14.09	GAS SERVICES 534F CHANDLER		293095	
	0152-701-0152-05455	0.93	GAS SERVICES 534H CHANDLER		293095	
	0880-701-0880-05455	3.98	GAS SERVICES 534H CHANDLER		293095	
						109.78
TOWNE INC.	0010-801-1301-31750	2,150.00	ELECTION MAILING		293073	
						2,150.00
	0010-801-1301-31750	7,600.00	ELECTION MAILING		293074	
						7,600.00
UNITED PARCEL SERVICE	0010-801-1301-32200	26.93	DELIVERY SERVICES		293075	
	0010-801-1403-32200	6.99	DELIVERY SERVICES		293075	
	0010-801-1407-32200	154.00	DELIVERY SERVICES		293075	
	0010-801-3101-32200	44.97	DELIVERY SERVICES		293075	
	0092-801-4221-32200	17.08	DELIVERY SERVICES		293075	
	0010-801-6502-32200	48.55	DELIVERY SERVICES		293075	
						298.52
UNITED STATES POSTAL SERVICE	0092-801-6509-31880	2,000.00	POSTAGE CASCADES		293076	
						2,000.00
VERIZON WIRELESS	0010-801-3220-32050	227.50	WIRELESS DATA SERVICE		293077	
	0349-801-3201-39400	38.01	WIRELESS DATA SERVICE		293077	
	0010-801-3210-32050	36.71	WIRELESS DATA SERVICE		293077	
	0010-801-3210-32050	173.81	WIRELESS DATA SERVICE		293077	
						476.03
VILLACORTA PACIFIC CONSTRUCTION, IN	0152-801-2206-38650	1,416.50	HOUSING REHAB-521 W.FLORAL	70573	293078	
						1,416.50
TOTAL FOR PREPAID WARRANTS						264,113.00

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
4IMPRINT, INC.	0010-801-1201-21350	382.67	PROMOTIONAL SUPPLIES	70594	293096	382.67
A & J PORTABLE RESTROOM INC	0075-450-0075-08915	200.00	FARMERS MARKET RESTROOM (TRUST)	70075	293097	
	0075-450-0075-08915	200.00	FARMERS MARKET RESTROOM (TRUST)	70075	293097	
	0075-450-0075-08915	200.00	FARMERS MARKET RESTROOM (TRUST)	70075	293097	600.00
AAA ELECTRICAL SUPPLY, INC.	0010-801-4210-23400	24.20	BLDG MAINT SUPPLIES		293098	24.20
AAA LOCK & KEY SERVICE	0010-801-3205-24100	60.00	KEY/LOCK SERVICES		293099	60.00
ACCENTURE REFUNDS	0010-701-0010-07960	1,603.66	REFUND AMBULANCE FEE		293100	1,603.66
	0010-701-0010-07960	1,536.80	REFUND AMBULANCE FEE		293101	1,536.80
ADLERHORST INTERNATIONAL INC.	0160-801-3103-22800	266.66	POLICE TRAINING		293102	
	0160-801-3103-22800	25.92	POLICE TRAINING		293102	
	0160-801-3103-22800	266.66	POLICE TRAINING		293102	559.24
ADVANCE PEST TERMITE CONTROL	0010-801-3113-38100	39.00	PEST CONTROL	70202	293103	
	0010-801-3113-38100	39.00	PEST CONTROL	70202	293103	
	0010-801-3104-38400	30.00	PEST CONTROL		293103	
	0010-801-3113-38100	39.00	PEST CONTROL	70202	293103	
	0010-801-3113-38100	39.00	PEST CONTROL	70202	293103	
	0010-801-3113-38100	39.00	PEST CONTROL	70202	293103	
	0010-801-3113-38100	39.00	PEST CONTROL	70202	293103	
	0010-801-3113-38100	39.00	PEST CONTROL	70202	293103	
	0010-801-3113-38100	39.00	PEST CONTROL	70202	293103	342.00
AIRDRAULICS INC.	0060-801-4211-54300	13,952.00	FLEET HD WHEEL BALANCER	70590	293104	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						13,952.00
ALHAMBRA MUNICIPAL COURT	0010-701-0010-03620	12,060.72	CITATION PROCESSING		293105	12,060.72
CITY OF ALHAMBRA	0109-801-4201-31960	43.01	CNG FUEL	70015	293106	43.01
ALLSTAR FIRE EQUIPMENT INC.	0010-801-3210-22750	935.09	FIRE UNIFORM	70166	293107	935.09
AMERICAN BACKFLOW PREVENTION ASSOC	0092-801-4221-39300	75.00	WATER MEMBERSHIP		293108	75.00
AMERICAN PLANNING ASSOCIATION	0010-801-1701-39300	518.00	DEV SERVICES-MEMBERSHIP		293109	518.00
	0010-801-1701-39300	95.00	DEV SERVICES-MEMBERSHIP		293109	95.00
						613.00
AMTECH ELEVATOR SERVICES	0010-801-4210-38100	441.62	MAINTENANCE SERVICE	70095	293110	441.62
APWA	0010-801-1801-34100	645.00	HR JOB POSTING		293111	645.00
BRENT ARCHIBALD	0010-801-3102-22310	166.23	POLICE UNIFORM		293112	166.23
ARGIL BLDG. MATERIAL CO.	0010-801-4202-22400	245.79	CONCRETE		293113	245.79
	0010-801-4202-22400	62.13	CONCRETE		293113	62.13
	0010-801-4202-22400	41.42	CONCRETE		293113	41.42
						349.34
ARROYO BACKGROUND INVESTIGATIONS	0010-801-3104-31950	900.00	BACKGROUND INVESTIGATIONS		293114	900.00
	0010-801-3104-31950	900.00	BACKGROUND INVESTIGATIONS		293114	900.00
	0010-801-3104-31950	1,800.00	BACKGROUND INVESTIGATIONS		293114	1,800.00
						3,600.00
ASTRO PLUMBING SUPPLY CO (DBA)	0010-801-4210-23300	113.72	BLDG MAINT PLUMBING SUPPLIES		293115	113.72

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ATHENS SERVICES	0344-801-5002-99290	1,300.00	STREET SWEEPING	70080	293116	1,300.00
	0043-801-4208-41200	405,546.82	REFUSE COLLECTION		293117	405,546.82
AVOCET ENVIRONMENTAL, INC.	0093-801-4225-82247	1,903.77	WATER QUALITY CONSULTING	70143	293118	1,903.77
AWWA	0092-801-4220-39400	44.50	WATER MEMBERSHIP	70145	293119	44.50
AZTEC TECHNOLOGY	0160-801-5004-99314	245.25	POLICE STORAGE CONTAINER		293120	245.25
ROBERT BARRERA	0010-801-1801-39400	301.00	REIMBURSE TUITION		293121	301.00
MILLIE BARRIO	0010-701-0010-07960	324.60	REFUND AMBULANCE FEE		293122	324.60
BG PETROSPECS	0060-801-4211-22250	232.50	FLEET SUPPLIES		293123	232.50
BISHOP COMPANY	0010-801-6517-24100	220.96	PARKS SUPPLIES		293124	301.10
	0010-801-6517-24100	80.14	PARKS SUPPLIES		293124	
BOTACH TACTICAL	0010-801-3103-22620	3,528.26	POLICE AMMUNITION	70603	293125	3,528.26
BRAVO BUSINESS RESOURCES	0075-450-0075-08610	150.00	TRANSLATION SERVICE (TRUST)		293126	150.00
BUSY BEE MESSENGER SERVICE INC	0010-801-1301-31950	60.00	MESSENGER SERVICE		293127	60.00
CALIFORNIA DISTRICT ATTORNEYS ASSO	0160-801-3101-39400	150.00	POLICE TRAINING		293128	150.00
CALIFORNIA FRAME & AXLE (DBA)	0060-801-3210-38400	509.99	FIRE REPAIR ENGINE 62		293129	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						509.99
CALIFORNIA UTILITY EQUIPMENT	0092-801-4223-24100	3,627.23	WATER LINE LOCATER	70614	293130	3,627.23
CAMINO REAL CHEVROLET	0060-801-4211-38450	692.25	FLEET PARTS UNIT 038		293131	692.25
CANON SOLUTIONS AMERICA, INC	0010-801-1301-37500	35.94	COPIER MAINTENANCE		293132	35.94
CARL WARREN & COMPANY	0062-801-5101-35600	360.00	LIABILITY CLAIM-ADIM FEES		293133	
	0062-801-5101-35600	368.36	LIABILITY CLAIM-C.ORCHARD		293133	
	0062-801-5101-35600	384.04	LIABILITY CLAIM-K.KLEIN		293133	
	0062-801-5101-35600	540.79	LIABILITY CLAIM-J.BARRAGAN		293133	
	0062-801-5101-35600	368.36	LIABILITY CLAIM-G.SAIDI		293133	
	0062-801-5101-35600	289.99	LIABILITY CLAIM-R.ELGUEZABAL		293133	
	0062-801-5101-35600	70.54	LIABILITY CLAIM-AT&T MOBILITY		293133	
	0062-801-5101-35600	62.70	LIABILITY CLAIM-P.MONTOYA		293133	
	0062-801-5101-35600	329.18	LIABILITY CLAIM-M.GARCIA		293133	
	0062-801-5101-35600	184.11	LIABILITY CLAIM-G.BARNARD		293133	
	0062-801-5101-35600	352.69	LIABILITY CLAIM-M.CAI		293133	
	0062-801-5101-35600	114.13	LIABILITY CLAIM-R.HARRIS		293133	
	0062-801-5101-35600	114.13	LIABILITY CLAIM-A.DE LA TORRE		293133	
	0062-801-5101-35600	114.13	LIABILITY CLAIM-I.FLORES		293133	
	0062-801-5101-35600	1,175.63	LIABILITY CLAIM-K.GRHAM		293133	
	0062-801-5101-35600	149.05	LIABILITY CLAIM-S.GALLEGOS		293133	
	0062-801-5101-35600	399.85	LIABILITY CLAIM-L.VALENZUELA		293133	
	0062-801-5101-35600	436.56	LIABILITY CLAIM-A.MUNOZ		293133	
	0062-801-5101-35600	147.68	LIABILITY CLAIM-T.GEROGE		293133	5,961.92
CARVAJAL TRUCKING & TRACTOR, INC	0010-801-5002-96043	6,338.18	SEQUOIA PARK ADA PROJECT	70464	293134	
	0010-801-5002-96043	9,756.47	SEQUOIA PARK ADA PROJECT	70464	293134	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						16,094.65
CASCADE FIRE EQUIPMENT CO.	0010-801-3210-22300	511.43	FIRE BRUSH GEAR	70432	293135	511.43
CATERING BY HERACH AND ARA	0010-801-1201-21350	685.90	BUSINESS TO CITY FORUM		293136	685.90
VICTOR CHANG	0010-801-1801-39400	1,508.70	TUITION REIMBURSEMENT		293137	1,508.70
CHARLES E. THOMAS CO., INC	0060-801-4211-23500	1,308.00	FLEET SUPPLIES		293138	1,308.00
CINTAS CORPORATION	0092-801-4221-22310	38.94	WATER UNIFORMS		293139	
	0092-801-4222-22310	150.43	WATER UNIFORMS		293139	
	0092-801-4223-22310	80.72	WATER UNIFORMS		293139	
	0092-801-4221-22310	38.98	WATER UNIFORMS		293139	
	0092-801-4222-22310	140.04	WATER UNIFORMS		293139	
	0092-801-4223-22310	72.10	WATER UNIFORMS		293139	
	0092-801-4221-22310	39.02	WATER UNIFORMS		293139	
	0092-801-4222-22310	72.38	WATER UNIFORMS		293139	
	0092-801-4223-22310	57.84	WATER UNIFORMS		293139	
	0092-801-4221-22310	57.84	WATER UNIFORMS		293139	
	0092-801-4222-22310	65.38	WATER UNIFORMS		293139	
	0092-801-4223-22310	39.02	WATER UNIFORMS		293139	
	0092-801-4221-22310	40.98	WATER UNIFORMS		293139	
	0092-801-4222-22310	111.78	WATER UNIFORMS		293139	
	0092-801-4223-22310	74.10	WATER UNIFORMS		293139	
	0092-801-4221-22310	41.64	WATER UNIFORMS		293139	
	0092-801-4222-22310	133.75	WATER UNIFORMS		293139	
	0092-801-4223-22310	78.97	WATER UNIFORMS		293139	1,333.91
CITATION MANAGEMENT (DBA)	0010-701-0010-03630	3,704.69	PARKING CITATIONS SERVICE		293140	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						3,704.69
CITY OF LA MIRADA	0166-801-4201-31960	1,000.00	VEHICLE LEASE	70409	293141	
						1,000.00
CLEAN ENERGY	0109-801-4201-31950	1,621.96	CNG FUEL		293142	
						1,621.96
CLINICAL LABORATORY OF	0093-801-4226-31950	20.35	WATER ANALYSIS	70402	293143	
	0093-801-4226-31950	2,579.83	WATER ANALYSIS	70402	293143	
	0093-801-4226-31950	757.58	WATER ANALYSIS	70402	293143	
	0093-801-4226-31950	10.18	WATER ANALYSIS	70402	293143	
	0093-801-4226-31950	757.58	WATER ANALYSIS	70402	293143	
	0093-801-4226-31950	757.58	WATER ANALYSIS	70402	293143	
	0093-801-4226-31950	10.18	WATER ANALYSIS	70402	293143	
	0093-801-4226-31950	10.18	WATER ANALYSIS	70402	293143	
	0093-801-4226-31950	757.58	WATER ANALYSIS	70402	293143	
	0093-801-4226-31950	10.18	WATER ANALYSIS	70402	293143	
	0093-801-4230-31950	1,201.58	WATER ANALYSIS	70402	293143	
	0093-801-4230-31950	231.25	WATER ANALYSIS	70402	293143	
	0093-801-4230-31950	10.18	WATER ANALYSIS	70402	293143	
	0093-801-4230-31950	794.58	WATER ANALYSIS	70402	293143	
	0093-801-4230-31950	10.18	WATER ANALYSIS	70402	293143	
	0093-801-4230-31950	10.18	WATER ANALYSIS	70402	293143	
	0093-801-4230-31950	10.18	WATER ANALYSIS	70402	293143	
	0093-801-4230-31950	794.58	WATER ANALYSIS	70402	293143	
	0093-801-4230-31950	10.18	WATER ANALYSIS	70402	293143	
	0093-801-4230-31950	794.58	WATER ANALYSIS	70402	293143	
	0093-801-4230-31950	794.58	WATER ANALYSIS	70402	293143	
	0093-801-4230-31950	10.18	WATER ANALYSIS	70402	293143	
	0093-801-4229-31950	10.18	WATER ANALYSIS	70402	293143	
	0093-801-4229-31950	1,714.03	WATER ANALYSIS	70402	293143	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CLINICAL LABORATORY OF	0093-801-4229-31950	40.70	WATER ANALYSIS	70402	293143	
	0093-801-4229-31950	1,156.25	WATER ANALYSIS	70402	293143	
	0093-801-4229-31950	2,142.30	WATER ANALYSIS	70402	293143	
	0093-801-4229-31950	10.18	WATER ANALYSIS	70402	293143	
	0093-801-4229-31950	1,714.03	WATER ANALYSIS	70402	293143	
	0093-801-4229-31950	10.18	WATER ANALYSIS	70402	293143	
	0093-801-4229-31950	1,714.03	WATER ANALYSIS	70402	293143	
	0093-801-4229-31950	1,714.03	WATER ANALYSIS	70402	293143	
	0093-801-4229-31950	10.18	WATER ANALYSIS	70402	293143	
	0093-801-4227-31950	245.13	WATER ANALYSIS	70402	293143	
	0093-801-4227-31950	1,766.75	WATER ANALYSIS	70402	293143	
	0093-801-4227-31950	231.25	WATER ANALYSIS	70402	293143	
	0093-801-4227-31950	40.70	WATER ANALYSIS	70402	293143	
	0093-801-4227-31950	248.83	WATER ANALYSIS	70402	293143	
	0093-801-4227-31950	10.18	WATER ANALYSIS	70402	293143	
	0093-801-4227-31950	10.18	WATER ANALYSIS	70402	293143	
	0093-801-4227-31950	10.18	WATER ANALYSIS	70402	293143	
	0093-801-4227-31950	267.33	WATER ANALYSIS	70402	293143	
	0093-801-4227-31950	10.18	WATER ANALYSIS	70402	293143	
	0093-801-4227-31950	248.83	WATER ANALYSIS	70402	293143	
	0093-801-4227-31950	248.83	WATER ANALYSIS	70402	293143	
	0093-801-4227-31950	10.18	WATER ANALYSIS	70402	293143	
	0093-801-4228-31950	18.50	WATER ANALYSIS	70402	293143	
	0093-801-4228-31950	18.50	WATER ANALYSIS	70402	293143	
	0093-801-4228-31950	342.25	WATER ANALYSIS	70402	293143	
	0093-801-4228-31950	92.50	WATER ANALYSIS	70402	293143	
	0093-801-4232-31950	37.00	WATER ANALYSIS	70402	293143	
	0093-801-4231-31950	10.18	WATER ANALYSIS	70402	293143	
	0093-801-4231-31950	727.98	WATER ANALYSIS	70402	293143	
	0092-801-4222-31950	10.18	WATER ANALYSIS	70402	293143	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CLINICAL LABORATORY OF	0092-801-4222-31950	108.23	WATER ANALYSIS	70402	293143	26,604.64
	0092-801-4222-31950	10.18	WATER ANALYSIS	70402	293143	
	0092-801-4222-31950	108.23	WATER ANALYSIS	70402	293143	
	0092-801-4222-31950	10.18	WATER ANALYSIS	70402	293143	
	0092-801-4222-31950	176.22	WATER ANALYSIS	70402	293143	
	0092-801-4222-31950	10.18	WATER ANALYSIS	70402	293143	
	0092-801-4222-31950	108.23	WATER ANALYSIS	70402	293143	
	0092-801-4222-31950	10.18	WATER ANALYSIS	70402	293143	
	0092-801-4222-31950	877.83	WATER ANALYSIS	70402	293143	
COME LAND MAINTENANCE COMPANY	0010-801-6505-38250	4,190.00	JANITORIAL SERVICE	70285	293144	8,439.33
	0178-801-6502-38250	373.00	JANITORIAL SERVICE	70296	293144	
	0010-801-6502-38250	648.50	JANITORIAL SERVICE	70225	293144	
	0178-801-6502-38250	1,194.50	JANITORIAL SERVICE	70229	293144	
	0010-801-6517-38250	75.00	JANITORIAL SERVICE	70287	293144	
	0010-801-3113-38250	1,958.33	JANITORIAL SERVICE	70205	293144	
COMMUNICATIONS CENTER (DBA)	0010-801-3102-31950	443.26	POLICE EQUIPMENT CERTIFICATION		293145	1,232.07
	0010-801-3102-22750	294.96	POLICE EQUIPMENT CERTIFICATION		293145	
	0010-801-3102-38400	111.00	POLICE EQUIPMENT CERTIFICATION		293145	
	0010-801-3102-22750	93.51	POLICE EQUIPMENT CERTIFICATION		293145	
	0010-801-3102-31950	289.34	POLICE EQUIPMENT CERTIFICATION		293145	
COMPLETE LANDSCAPE CARE, INC.	0010-801-6516-31190	4,950.00	MEDIANS MAINTENANCE	70363	293146	6,090.00
	0176-801-6516-31190	192.00	MEDIANS MAINTENANCE	70363	293146	
	0176-801-6516-31190	948.00	MEDIANS MAINTENANCE	70363	293146	
CONTROL AUTOMATION DESIGN	0092-801-4224-81860	2,019.95	WATER BOOSTERS REPAIR	70549	293147	
	0093-801-4229-23300	312.50	WATER BOOSTERS REPAIR	70549	293147	

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CONTROL AUTOMATION DESIGN	0093-801-4227-23300	312.50	WATER BOOSTERS REPAIR	70549	293147	
	0093-801-4226-23300	125.00	WATER BOOSTERS REPAIR	70549	293147	
	0092-801-4224-81860	3,457.45	WATER BOOSTERS REPAIR	70549	293147	
	0093-801-4229-23300	437.50	WATER BOOSTERS REPAIR	70549	293147	
	0093-801-4227-23300	437.50	WATER BOOSTERS REPAIR	70549	293147	
	0093-801-4226-23300	125.00	WATER BOOSTERS REPAIR	70549	293147	
						7,227.40
CORE-ROSION PRODUCTS	0093-801-4227-23300	13,437.50	WATER PAINT WELL 12	70615	293148	
						13,437.50
CORVEL ENTERPRISE COMP INC	0080-801-8301-20000	6,666.67	WORKER'S COMP ADMIN FEE	70200	293149	
						6,666.67
COUNTY OF LOS ANGELES	0010-801-3111-31950	3,148.45	ANIMAL CONTROL SERVICES	70370	293150	
	0010-701-0010-02420	396.00-	ANIMAL CONTROL-CREDIT		293150	
	0010-701-0010-02410	420.00-	ANIMAL CONTROL-LICENSES FEES		293150	
	0010-801-3111-31950	6,585.93	ANIMAL CONTROL SERVICES	70370	293150	
	0010-701-0010-02420	589.79-	ANIMAL CONTROL-CREDIT		293150	
	0010-701-0010-02410	460.00-	ANIMAL CONTROL-LICENSES FEES		293150	
						7,868.59
ALFREDO CUEVAS	0010-701-0010-07960	25.00	REFUND AMBULANCE FEE		293151	
						25.00
DAILY JOURNAL CORPORATION	0043-801-1301-34050	268.80	LEGAL NOTICE	70069	293152	
	0010-801-1301-31750	408.15	LEGAL NOTICE	70069	293152	
	0043-801-1301-34050	268.80	LEGAL NOTICE	70069	293152	
	0010-801-1301-34050	487.20	LEGAL NOTICE	70069	293152	
						1,432.95
DAPEER ROSENBLIT & LITVAK	0010-801-1702-31600	2,169.94	LEGAL FEES	70239	293153	
						2,169.94
DATA WEST CORPORATION	0092-801-4223-38400	1,130.00	SYSTEM SUPPORT	70259	293154	
						1,130.00

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DAY WIRELESS SYSTEMS (DBA)	0060-801-3210-38400	95.00	FIRE AUDIO EQUIPMENT REPAIR		293155	95.00
DELL MARKETING LP	0010-801-3115-38400	1,171.65	COMPUTER/SUPPLIES		293156	
	0010-801-3115-38400	1,171.65	COMPUTER/SUPPLIES		293156	2,343.30
DEPARTMENT OF JUSTICE	0010-801-1801-39550	64.00	FINGERPRINT PROCESSING		293157	
	0010-701-0010-03710	757.00	FINGERPRINT PROCESSING		293157	
	0010-801-1801-39550	640.00	FINGERPRINT PROCESSING		293157	
	0071-801-3201-39460	192.00	FINGERPRINT PROCESSING		293157	1,653.00
DOGGIE WALK BAGS	0010-801-6517-22150	285.26	DISPENSER BAGS		293158	285.26
DOWNTOWN FORD SALES	0092-801-4211-54100	24,805.70	FLEET-UNIT 088	70527	293159	24,805.70
EBERHARD EQUIPMENT	0092-801-4211-54920	61,256.14	FLEET LOADER UNIT WD82/WD82T	70558	293160	61,256.14
EL NATIVO GROWERS, INC.	0010-801-6517-22100	479.60	PARKS PLANTS		293161	479.60
EMPIRE CLEANING SUPPLY	0010-801-6517-22150	316.87	JANITORIAL SUPPLIES	70249	293162	
	0010-801-4210-22150	963.17	JANITORIAL SUPPLIES	70104	293162	
	0010-801-6517-22150	500.42	JANITORIAL SUPPLIES	70249	293162	
	0010-801-4210-22150	141.87	JANITORIAL SUPPLIES	70104	293162	
	0010-801-6517-22150	665.23	JANITORIAL SUPPLIES	70249	293162	2,587.56
ENTENMANN-ROVIN COMPANY (DBA)	0010-801-3103-22750	179.31	BADGE(S) 3		293163	
	0010-801-3103-22750	129.17	BADGE(S) 2		293163	
	0010-801-3103-22750	103.01	BADGE(S) 3		293163	
	0010-801-3103-22750	122.63	BADGE(S)		293163	
	0010-801-3103-22750	203.29	BADGE(S)		293163	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						737.41
ENTERPRISE RENT-A-CAR	0010-701-0010-02010	60.00	REFUND LICENCE FEE		293164	60.00
ENVIRONMENTAL SOLUTIONS (DBA)	0060-801-4211-54050	908.08	FLEET PARTS		293165	
	0060-801-4211-54920	1,253.30	FLEET PARTS UNIT 080		293165	2,161.38
FEDERAL EXPRESS CORP.	0092-801-4222-22750	18.08	DELIVERY SERVICE		293166	18.08
FEDERAL SIGNAL CORPORATION -EMERG.	0060-801-4211-54050	616.81	FLEET PARTS		293167	616.81
ROSSDEL FLORES	0010-701-0010-03720	511.00	REFUND IMPOUND FEES		293168	511.00
FOTO CLUB INC (DBA)	0075-450-0075-09230	228.85	OFFICE SUPPLIES (TRUST)		293169	228.85
GALLADE CHEMICAL, INC.	0092-801-4222-23300	907.97	WATER CHEMICAL	70368	293170	907.97
GAMETIME	0010-801-6517-24100	28.30	PARK-PLAY PARTS		293171	28.30
GARFIELD MEDICAL CENTER	0010-801-3113-22600	24.00	PHYSICAL		293172	
	0010-801-3113-22600	24.00	PHYSICAL		293172	
	0010-801-3113-22600	24.00	PHYSICAL		293172	
	0010-801-3113-22600	24.00	PHYSICAL		293172	
	0010-801-3113-22600	24.00	PHYSICAL		293172	
	0010-801-3113-22600	24.00	PHYSICAL		293172	
	0010-801-3113-22600	24.00	PHYSICAL		293172	
	0010-801-3113-22600	24.00	PHYSICAL		293172	
	0010-801-3113-22600	24.00	PHYSICAL		293172	
	0010-801-3113-22600	24.00	PHYSICAL		293172	
	0010-801-3113-22600	24.00	PHYSICAL		293172	
	0010-801-3113-22600	24.00	PHYSICAL		293172	240.00

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GARVEY EQUIPMENT COMPANY	0010-801-6517-24100	242.36	PARKS SUPPLIES	70250	293173	242.36
GORDON TERMITE CONTROL INC	0092-801-4221-22750	110.00	PEST CONTROL		293174	
	0092-801-4221-23900	110.00	PEST CONTROL		293174	
	0092-801-4221-22750	110.00	PEST CONTROL		293174	330.00
GOVCONNECTION INC	0010-801-4210-24100	197.47	PRINTER		293175	
	0010-801-4210-24100	36.78	PRINTER SUPPLIES		293175	
	0010-801-3115-38400	25.55	CABLES		293175	
	0063-850-5002-99055	398.89	NETWORK EQUIPMENT UPGRADE		293175	
	0075-450-0075-08640	133.20	VIDEO SUPPLIES (TRUST)		293175	
	0075-450-0075-08640	542.01	VIDEO SUPPLIES (TRUST)		293175	
	0010-801-3115-38400	55.43	COMPUTER SUPPLIES		293175	1,389.33
GRAINGER	0010-801-6517-24100	59.87	ELECTRICAL SUPPLIES		293176	
	0010-801-4210-23400	64.78	ELECTRICAL SUPPLIES	70078	293176	
	0092-801-4210-23050	156.34	ELECTRICAL SUPPLIES	70078	293176	
	0010-801-4210-23400	38.52	ELECTRICAL SUPPLIES	70078	293176	
	0010-801-4210-23400	36.56	ELECTRICAL SUPPLIES		293176	
	0092-801-4222-23400	392.89	ELECTRICAL SUPPLIES	70129	293176	
	0092-801-4222-23400	58.72	ELECTRICAL SUPPLIES	70129	293176	
	0092-801-4222-23400	17.96	ELECTRICAL SUPPLIES	70129	293176	
	0092-801-4222-23400	44.67	ELECTRICAL SUPPLIES	70129	293176	
	0092-801-4222-23700	117.77	ELECTRICAL SUPPLIES	70129	293176	
	0092-801-4222-23400	58.68	ELECTRICAL SUPPLIES	70129	293176	1,046.76
GRAND PRIX TIRE & AUTO CENTER	0060-801-4211-23500	518.84	FLEET TIRE UNIT 976	70022	293177	
	0060-801-4211-23500	435.70	FLEET TIRE	70022	293177	
	0060-801-4211-23500	135.46	FLEET TIRE		293177	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						1,090.00
GRIFFITH AIR TOOL, INC.	0092-801-4223-38400	2,030.93	WATER PARTS		293178	
	0092-801-4223-23900	429.06	WATER PARTS		293178	
	0092-801-4223-22750	1,342.79	WATER TOOLS		293178	
						3,802.78
H & H AUTO PARTS WHOLESALE	0060-801-4211-23500	61.50	FLEET PARTS	70023	293179	
	0060-801-4211-23500	148.10	FLEET PARTS UNIT 873	70023	293179	
	0060-801-4211-23500	99.43	FLEET PARTS	70023	293179	
	0060-801-4211-23500	28.82	FLEET PARTS	70023	293179	
	0060-801-4211-23500	28.82	FLEET PARTS	70023	293179	
	0060-801-4211-23500	137.75	FLEET PARTS	70023	293179	
	0060-801-4211-23500	35.97	FLEET PARTS-CREDIT	70023	293179	
						468.45
HAROLD'S KEY SHOP, INC.	0092-801-4210-23050	140.00	KEY/LOCK SERVICES		293180	
	0092-801-4210-23050	443.51	KEY/LOCK SERVICES		293180	
	0092-801-4210-23050	481.61	KEY/LOCK SERVICES		293180	
	0092-801-4210-23050	844.19	KEY/LOCK SERVICES		293180	
	0010-801-3102-39250	25.34	KEY/LOCK SERVICES		293180	
	0010-801-3101-22750	46.98	KEY/LOCK SERVICES		293180	
	0010-801-3102-22750	20.98	KEY/LOCK SERVICES		293180	
						2,002.61
HARRINGTON INDUSTRIAL PLASTICS	0092-801-4222-23700	145.51	PLUMBING SUPPLIES	70137	293181	
						145.51
HERITAGE OPERATING LP (DBA) PROFLAM	0060-801-4211-22250	87.49	FLEET PROPANE		293182	
	0060-801-4211-22250	47.74	FLEET PROPANE		293182	
						135.23
HINDERLITER, DE LLAMAS & ASSOC.	0010-801-1403-31400	4,200.00	CONTRACT SERVICES-PROPERTY TAX	70004	293183	
	0010-801-1403-31400	1,050.00	CONTRACT SERVICES-SALES TAX	70004	293183	
	0010-701-0010-01500	1,968.61	CONTRACT SERVICES-SALES TAX		293183	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						7,218.61
HOME DEPOT CREDIT SERVICES	0010-801-4210-23400	259.04	HARDWARE SUPPLIES		293184	
	0022-801-4206-24100	413.11	HARDWARE SUPPLIES		293184	
	0092-801-4223-23100	249.85	HARDWARE SUPPLIES	70131	293184	
	0092-801-4210-23050	93.47	HARDWARE SUPPLIES		293184	
	0010-801-4202-23950	35.05	HARDWARE SUPPLIES		293184	
	0010-801-6517-23050	71.18	HARDWARE SUPPLIES	70251	293184	
	0010-801-6517-23050	168.84	HARDWARE SUPPLIES	70251	293184	
	0010-801-6517-23050	54.00	HARDWARE SUPPLIES	70251	293184	
	0010-801-6517-23050	14.92-	HARDWARE SUPPLIES-CREDIT	70251	293184	
						1,329.62
HONORED CITIZEN'S CHOICE	0010-701-0010-07960	448.28	REFUND AMBULANCE FEE		293185	
						448.28
INTOXIMETERS	0010-801-3102-24100	206.87	POLICE SUPPLIES		293186	
						206.87
IRON MOUNTAIN OFF-SITE DATA	0010-801-1403-31700	280.05	COMPUTER TAPE STORAGE	70003	293187	
						280.05
JDS TANK TESTING AND REPAIR INC	0060-801-4211-38400	383.00	TANK REPAIR		293188	
	0060-801-4211-38400	512.50	TANK REPAIR		293188	
						895.50
JENKINS & HOGIN, LLP	0010-801-1601-31600	15,000.00	LEGAL-GENERAL SERVICES		293189	
	0010-801-1601-31600	1,121.50	LEGAL-GENERAL LITIGATION		293189	
	0010-801-1601-31600	525.00	LEGAL-DEVELOPERS SERVICES		293189	
	0010-801-1601-31600	1,465.00	LEGAL-VILLA GARFIELD		293189	
	0075-450-0075-09204	200.00	LEGAL-MARKET PLACE (TRUST)		293189	
	0075-450-0075-09201	119.63	LEGAL-TOWNE CENTER (TRUST)		293189	
	0093-801-4226-31600	11.78	LEGAL-SEMOU		293189	
	0093-801-4227-31600	11.78	LEGAL-SEMOU		293189	
	0093-801-4228-31600	11.78	LEGAL-SEMOU		293189	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
JENKINS & HOGIN, LLP	0093-801-4229-31600	11.79	LEGAL-SEMOU		293189	
	0093-801-4230-31600	11.79	LEGAL-SEMOU		293189	
	0093-801-4231-31600	11.79	LEGAL-SEMOU		293189	
	0093-801-4232-31600	11.79	LEGAL-SEMOU		293189	
						18,513.63
JHM SUPPLY INC	0010-801-6517-23300	353.26	PARKS TOOLS	70252	293190	
	0010-801-6517-23300	27.40	PARKS TOOLS	70252	293190	
						380.66
JOHNSON MACHINERY CO. DBA: EVER-PAC	0092-801-4211-54930	24,930.21	FLEET-FORKLIFT UNIT WP216	70485	293191	
						24,930.21
TIM JOHNSON	0010-801-3103-22310	600.00	POLICE UNIFORM		293192	
						600.00
RICHARD KAGEYAMA	0159-801-6507-31940	490.50	INSTRUCTOR-RECREATION CLASS		293193	
	0159-801-6507-31940	529.31	INSTRUCTOR-RECREATION CLASS		293193	
						1,019.81
ERIC KIM	0010-801-3103-22310	91.46	POLICE REIMBURSE UNIFORMS		293194	
						91.46
KJC LATENT PRINT SERVICE	0160-801-3104-39100	1,927.50	FINGERPRINT SERVICES		293195	
						1,927.50
KNIGHT COMMUNICATIONS INC	0160-801-3115-31700	10,250.00	SYSTEM MANAGEMENT SERVICE	70216	293196	
						10,250.00
KUMAR & GERCHICK	0093-801-4226-31600	32.10	SEMOU-LEGAL SERVICES		293197	
	0093-801-4227-31600	32.15	SEMOU-LEGAL SERVICES		293197	
	0093-801-4228-31600	32.15	SEMOU-LEGAL SERVICES		293197	
	0093-801-4229-31600	32.15	SEMOU-LEGAL SERVICES		293197	
	0093-801-4230-31600	32.15	SEMOU-LEGAL SERVICES		293197	
	0093-801-4231-31600	32.15	SEMOU-LEGAL SERVICES		293197	
	0093-801-4232-31600	32.15	SEMOU-LEGAL SERVICES		293197	
	0093-801-4226-31600	32.10	SEMOU-LEGAL SERVICES		293197	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
KUMAR & GERCHICK	0093-801-4227-31600	32.15	SEMOU-LEGAL SERVICES		293197	
	0093-801-4228-31600	32.15	SEMOU-LEGAL SERVICES		293197	
	0093-801-4229-31600	32.15	SEMOU-LEGAL SERVICES		293197	
	0093-801-4230-31600	32.15	SEMOU-LEGAL SERVICES		293197	
	0093-801-4231-31600	32.15	SEMOU-LEGAL SERVICES		293197	
	0093-801-4232-31600	32.15	SEMOU-LEGAL SERVICES		293197	
						450.00
L N CURTIS & SONS	0255-801-3201-54250	12,644.89	FIRE SAFETY SUPPLIES	70442	293198	
	0255-801-3201-54250	141.70	FIRE SAFETY SUPPLIES	70442	293198	
						12,786.59
LAC/USC MEDICAL CENTER	0160-801-3104-39100	730.00	INVESTIGATION SERVICE		293199	
						730.00
LAWN MOWER CORNER/KNG POWER EQUIPME	0043-801-4208-22750	381.50	STREET SUPPLIES	70353	293200	
	0042-801-4204-22100	294.30	STREET SUPPLIES	70353	293200	
	0042-801-4204-22100	348.80	STREET SUPPLIES	70353	293200	
	0060-801-4211-38400	82.46	FLEET SUPPLIES	70029	293200	
	0010-801-6517-23050	36.96	FLEET SUPPLIES		293200	
	0010-801-6517-23300	34.88	PARK SUPPLIES		293200	
	0010-801-6517-23300	479.59	PARK SUPPLIES		293200	
	0010-801-6517-23300	13.04	PARK SUPPLIES		293200	
	0043-801-4208-22170	100.00	STREET SUPPLIES	70353	293200	
	0022-801-4206-23900	138.71	STREET SUPPLIES	70353	293200	
						1,910.24
LAWTON PRINTING, INC.	0010-801-1403-22750	135.50	OFFICE SUPPLIES		293201	
						135.50
LIBERTY FLAGS INC.	0349-801-3201-39400	1,456.00	EOC FLAGPOLE		293202	
						1,456.00
LIEBERT CASSIDY WHITMORE	0010-801-1801-39400	400.00	GROUP TRAINING		293203	
	0010-801-1601-31600	3,484.82	LEGAL-PITCHESS MOTIONS		293203	

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LIEBERT CASSIDY WHITMORE	0010-801-1601-31600	4,180.70	LEGAL-T.CHUNG		293203	
	0010-801-1601-31600	4,207.50	LEGAL-ACA ADVICE		293203	
						12,273.02
LIFE SAFETY CONSULTING & ENGINEERING	0010-701-0010-06330	450.00	FIRE PLAN CHECK		293204	
	0010-701-0010-06330	900.00	FIRE PLAN CHECK		293204	
						1,350.00
LIFE-ASSIST INC	0010-801-3220-24200	827.75	FIRE MEDICAL SUPPLIES	70197	293205	
	0010-801-3220-24200	341.00	FIRE MEDICAL SUPPLIES	70197	293205	
	0010-801-3220-22350	136.34	FIRE MEDICAL SUPPLIES	70197	293205	
						1,305.09
LOGAN SUPPLY CO., INC.	0042-801-4204-22750	83.66	SEWER SUPPLIES		293206	
	0010-801-6517-22310	258.17	PARKS SUPPLIES		293206	
	0092-801-4223-22150	27.80	WATER SUPPLIES	70120	293206	
	0092-801-4223-23900	674.50	WATER SUPPLIES	70120	293206	
	0092-801-4221-24100	32.70	WATER SUPPLIES	70120	293206	
	0092-801-4221-24100	190.41	WATER SUPPLIES	70120	293206	
						1,267.24
D.A. LOMBARDERO	0010-801-3101-22320	191.64	POLICE UNIFORM		293207	
						191.64
LOOMIS ARMORED US, INC.	0010-701-0010-03700	508.28	ARMORED CARRIER SERVICE		293208	
						508.28
LOS ANGELES AREA FIRE CHIEFS'	0010-801-3201-39300	1,250.00	FIRE MEMBERSHIP		293209	
						1,250.00
LOS ANGELES COUNTY DEPT. OF	0010-701-0010-06850	192.30	INDUSTRIAL WASTE PERMIT		293210	
	0010-701-0010-06850	2,356.16	INDUSTRIAL WASTE INSPECTION		293210	
						2,548.46
LOS ANGELES COUNTY FIRE DEPT.	0060-801-3210-38400	911.09	REPAIR FIRE ENGINE	70183	293211	
	0060-801-3210-38400	2,240.10	REPAIR FIRE ENGINE		293211	
						3,151.19

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
LOS ANGELES COUNTY REGISTRAR	0010-801-1301-31750	3,704.05	ELECTION SERVICES		293212	3,704.05
LOS ANGELES COUNTY SHERIFF'S DEPART	0010-801-3113-22600	570.75	PRISONER MEALS	70207	293213	
	0010-801-3113-22600	610.65	PRISONER MEALS	70207	293213	1,181.40
LOS ANGELES TIMES	0010-801-3113-39350	64.00	SUBSCRIPTION		293214	
	0010-801-3113-22600	51.20	SUBSCRIPTION		293214	115.20
ALBERT ZHI-JIANG LU	0075-450-0075-08620	200.00	EARTH DAY PHOTOGRAPHY (TRUST)		293215	200.00
M & C WELDING	0060-801-4211-54100	1,798.50	FLEET REPAIR UNIT 081		293216	1,798.50
JOHN MARTINDALE	0136-801-3101-33250	461.80	POLICE POST TRAINING		293217	461.80
MATT CHLOR INC.	0092-801-4222-23300	481.49	WATER CHEMICAL SUPPLIES	70154	293218	481.49
MCMASTER-CARR SUPPLY CO.	0092-801-4222-23400	128.83	WATER SUPPLIES	70122	293219	
	0092-801-4222-23400	16.73	WATER SUPPLIES	70122	293219	
	0092-801-4222-23400	117.26	WATER SUPPLIES	70122	293219	
	0092-801-4222-23400	56.44	WATER SUPPLIES	70122	293219	
	0092-801-4222-23400	122.49	WATER SUPPLIES	70122	293219	
	0092-801-4222-23400	10.41	WATER SUPPLIES	70122	293219	
	0092-801-4222-23700	151.39	WATER SUPPLIES	70122	293219	
	0092-801-4222-23700	41.92	WATER SUPPLIES	70122	293219	
	0092-801-4222-23700	222.93	WATER SUPPLIES	70122	293219	
	0092-801-4222-22750	218.67	WATER SUPPLIES	70122	293219	
	0092-801-4222-22750	88.20	WATER SUPPLIES	70122	293219	1,175.27
MCNEILL SOUND & SECURITY	0092-801-4222-38420	575.00	RUSSELL RESERVOIR SECURITY SYS	70613	293220	

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MCNEILL SOUND & SECURITY	0092-801-4222-38400	920.00	DELTA PLANT SECURITY SYS	70613	293220	
	0092-801-4222-38420	575.00	RUSSELL RESERVOIR SECURITY SYS	70613	293220	
	0092-801-4222-38400	920.00	DELTA PLANT SECURITY SYS	70613	293220	2,990.00
METRON-FARNIER, LLC	0092-801-4224-81070	89.80	WATER METER PARTS	70384	293221	89.80
MIDORI LANDSCAPE INC	0344-801-5002-99290	2,790.00	LANDSCAPING MAINTENANCE	70274	293222	
	0344-801-5002-99290	2,790.00	LANDSCAPING MAINTENANCE	70274	293222	
	0010-801-6517-23300	418.00	LANDSCAPING MAINTENANCE		293222	5,998.00
MIG	0010-450-1701-02530	850.65	HOUSING ELEMENT SERVICES	70575	293223	850.65
MISSION SUPER HARDWARE	0010-801-3210-38400	2.17	HARDWARE SUPPLIES	70196	293224	
	0010-801-3210-38400	21.60	HARDWARE SUPPLIES	70196	293224	
	0010-801-6517-23300	202.89	HARDWARE SUPPLIES		293224	226.66
MITCHELL 1 (DBA)	0060-801-4211-24150	2,100.00	FLEET-TECHNICAL SUPPORT	70036	293225	2,100.00
MOBILE VISION IN CAR VIDEO	0010-801-3103-22750	2,417.63	POLICE RADIO TRANSMITTER		293226	
	0010-801-3103-22750	2,411.10	POLICE RADIO TRANSMITTER		293226	
	0010-801-3103-22750	2,411.10-	POLICE RADIO TRANSMITTER-CR		293226	
	0010-801-3103-22750	99.79	POLICE RADIO PARTS		293226	2,517.42
MONOPRICE, INC	0010-801-3120-39250	78.68	COMPUTER SUPPLIES		293227	78.68
MONTEREY CAR WASH INC	0060-801-4211-38400	732.00	CAR WASHES	70006	293228	732.00
MOTOPOST USA	0010-801-3102-22300	1,028.16	POLICE UNIFORM		293229	1,028.16

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MR. ROOTER PLUMBING (DBA)	0010-801-4210-38100	9,910.00	PLUMBING SERVICES	70612	293230	
	0010-801-4210-38100	189.00	PLUMBING SERVICES		293230	
	0010-801-4210-38100	2,000.00	PLUMBING SERVICES	70599	293230	
	0010-801-4210-38100	847.50	PLUMBING SERVICES	70599	293230	
	0010-801-4210-38100	262.50	PLUMBING SERVICES	70599	293230	
	0010-801-4210-38100	851.63	PLUMBING SERVICES	70599	293230	
	0010-801-4210-38100	394.31	PLUMBING SERVICES	70599	293230	14,454.94
MUNI TEMPS	0060-801-4211-31950	315.00	TEMPORARY STAFFING SERVICES		293231	315.00
BETTY MURRAY	0010-701-0010-07960	1,705.84	REFUND AMBULANCE FEE		293232	1,705.84
MV TRANSPORTATION, INC	0166-801-4201-31960	46,655.70	SPIRIT BUS OPERATIONS	70325	293233	
	0109-801-4201-31960	11,325.64	SPIRIT BUS OPERATIONS	70325	293233	
	0109-701-0109-07680	3,522.00-	SPIRIT BUS FARE		293233	
	0109-801-4201-31950	427.00	SPIRIT BUS CHARTERS	70325	293233	
	0109-801-4201-31960	280.00	SPIRIT BUS GPS		293233	55,166.34
NEC BUSINESS NETWORK SOLUTIONS	0010-801-3112-38400	1,606.00	PHONE LINE SERVICE	70308	293234	
	0010-801-3112-38400	1,606.00	PHONE LINE SERVICE	70308	293234	3,212.00
GEORGE NORIEGA	0092-801-4220-39300	90.00	REIMBURSE-WATER CERTIFICATE		293235	
	0092-801-4220-39300	60.00	REIMBURSE-WATER CERTIFICATE		293235	150.00
NORMAN A TRAUB ASSOCIATES	0092-801-4222-31950	6,204.15	INVESTIGATIVE SERVICE		293236	6,204.15
O.G. SUPPLY INC	0093-801-4229-23300	509.66	WATER-SUPPLIES		293237	
	0093-801-4229-23300	91.10	WATER-SUPPLIES		293237	600.76

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OFFICE DEPOT INC.	0092-801-4222-21250	80.03	OFFICE SUPPLIES		293238	
	0092-801-4222-21250	17.32	OFFICE SUPPLIES		293238	
	0092-801-4222-21250	5.65	OFFICE SUPPLIES		293238	
	0092-801-4222-21250	12.37	OFFICE SUPPLIES		293238	
	0092-801-4222-21250	34.89-	OFFICE SUPPLIES-CREDIT		293238	
	0092-801-1201-21250	24.37	OFFICE SUPPLIES		293238	
	0092-801-1201-21250	481.51	OFFICE SUPPLIES		293238	
	0010-801-1406-22750	52.50	OFFICE SUPPLIES		293238	
	0010-801-6517-21350	52.49	OFFICE SUPPLIES		293238	
	0010-801-1801-21350	52.49	OFFICE SUPPLIES		293238	
	0010-801-1701-21350	3.59	OFFICE SUPPLIES	70062	293238	
	0010-801-1701-21350	12.12	OFFICE SUPPLIES	70062	293238	
	0010-801-3201-21250	97.73	OFFICE SUPPLIES	70195	293238	
	0010-801-3201-21250	15.22	OFFICE SUPPLIES	70195	293238	
	0010-801-3201-21250	18.13	OFFICE SUPPLIES	70195	293238	
	0010-801-3114-21350	29.40	OFFICE SUPPLIES	70214	293238	
	0010-801-3114-21350	12.42	OFFICE SUPPLIES	70214	293238	
	0010-801-3114-21350	360.39	OFFICE SUPPLIES	70214	293238	
	0010-801-3114-21350	202.34-	OFFICE SUPPLIES-CREDIT	70214	293238	
	0010-801-3205-21350	61.02	OFFICE SUPPLIES		293238	
	0010-801-3114-21350	5.33	OFFICE SUPPLIES	70214	293238	
	0010-801-3114-21350	370.80	OFFICE SUPPLIES	70214	293238	
	0010-801-3114-21350	168.27	OFFICE SUPPLIES	70214	293238	
	0010-801-3114-21350	13.07	OFFICE SUPPLIES	70214	293238	
	0010-801-3114-21350	52.60	OFFICE SUPPLIES	70214	293238	
	0010-801-3114-21350	25.70	OFFICE SUPPLIES	70214	293238	
	0010-801-3114-21350	271.52	OFFICE SUPPLIES	70214	293238	
	0010-801-3114-21350	52.60-	OFFICE SUPPLIES-CREDIT	70214	293238	
	0010-801-3114-21350	4.32-	OFFICE SUPPLIES-CREDIT	70214	293238	
	0010-801-4212-21200	75.20	OFFICE SUPPLIES		293238	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
OFFICE DEPOT INC.	0010-801-4212-39250	5.86	OFFICE SUPPLIES		293238	
	0092-801-5004-96032	144.86	OFFICE SUPPLIES		293238	
	0092-801-4222-21250	481.56	OFFICE SUPPLIES	70123	293238	
	0010-801-3114-21350	268.39	OFFICE SUPPLIES	70214	293238	
	0010-801-3114-21350	282.23	OFFICE SUPPLIES	70214	293238	
	0010-801-3114-21350	1.49	OFFICE SUPPLIES	70214	293238	
	0010-801-3113-38400	254.24	OFFICE SUPPLIES		293238	
	0010-801-3102-21200	84.75	OFFICE SUPPLIES		293238	
	0010-801-3104-21200	72.40	OFFICE SUPPLIES		293238	
	0010-801-3104-21200	141.68	OFFICE SUPPLIES		293238	
						3,814.55
OFFICE SOLUTIONS	0010-801-1403-21350	219.45	OFFICE SUPPLIES	70002	293239	
	0010-801-1403-22750	546.55	OFFICE SUPPLIES	70002	293239	
	0010-801-1403-22750	144.73	OFFICE SUPPLIES	70002	293239	
	0010-801-1301-21250	248.74	OFFICE SUPPLIES		293239	
	0010-801-1301-21250	121.54	OFFICE SUPPLIES-CREDIT		293239	
	0010-801-1301-21350	155.98	OFFICE SUPPLIES		293239	
						1,193.91
OVERPAYMENT RECOVERY	0010-701-0010-07960	311.79	REFUND AMBULANCE FEE		293240	
						311.79
	0010-701-0010-07960	127.43	REFUND AMBULANCE FEE		293241	
						127.43
PAUL TALBOT	0010-801-1201-39400	132.40	REIMBURSE CACC SEMINAR		293242	
	0010-801-1201-39400	307.80	REIMBURSE ICSC RECON		293242	
						440.20
PHENIX ENTERPRISES INC	0092-801-4211-54100	1,295.70	FLEET CONVERSION UNIT 005		293243	
						1,295.70
PRERERRED AUTO GLASS	0060-801-4211-38400	210.11	FLEET REPAIR UNIT 996	70399	293244	
						210.11

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PRINT SPOT	0075-450-0075-08420	163.50	GOLF FLYER (TRUST)		293245	163.50
PRUDENTIAL OVERALL SUPPLY	0060-801-4211-22150	26.64	FLEET SHOP RAGS	70047	293246	
	0010-801-3210-22150	18.64	FLEET SHOP RAGS	70047	293246	
	0060-801-4211-22150	26.64	FLEET SHOP RAGS	70047	293246	
	0010-801-3210-22150	18.64	FLEET SHOP RAGS	70047	293246	
	0060-801-4211-22300	28.65	FLEET UNIFORMS	70047	293246	
	0060-801-4211-22300	24.76	FLEET UNIFORMS	70047	293246	143.97
PVP COMMUNICATIONS INC	0010-801-3112-38400	103.16	POLICE-RADIO EQUIPMENT REPAIR		293247	103.16
QUALITY CODE PUBLISHING LLC	0010-801-1301-39250	1,112.55	CITY CLERK MUNICIPAL CODE	70256	293248	1,112.55
QUILL CORPORATION	0010-801-3205-21350	30.28	OFFICE SUPPLIES		293249	30.28
QUINN COMPANY	0060-801-3210-38400	228.14	FIRE PAINT		293250	228.14
R S D REFRIGERATION	0010-801-4210-23700	98.89	AIR CONDITIONING PARTS		293251	
	0010-801-4210-23700	130.67	AIR CONDITIONING PARTS		293251	229.56
RBF CONSULTING	0440-801-5004-99004	7,762.17	SUSTAINABLE COMMUNITY	70246	293252	7,762.17
RENEGADE ARMOR, LLC	0010-801-3103-22300	1,569.64	POLICE UNIFORM		293253	
	0010-801-3103-22300	518.99	POLICE UNIFORM		293253	2,088.63
RI-TEC INDUSTRIAL PRODUCTS	0010-801-6517-23300	390.00	PARKS SUPPLIES		293254	390.00
ROSEMEAD OIL PRODUCTS, INC.	0060-801-4211-22250	634.16	MOTOR OIL	70049	293255	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						634.16
S C FUELS (DBA)	0060-801-4211-22250	14,318.76	FUEL 5/13	70050	293256	14,318.76
SAFETY VIBE INC	0010-801-6517-22150	337.00	PARKS SAFETY SUPPLIES		293257	337.00
SAN GABRIEL VALLEY WATER CO.	0092-801-4222-22900	106.88	WATER SERVICE		293258	106.88
SANDE EQUIPMENT COMPANY, INC.	0060-801-4211-23500	129.71	FLEET PARTS UNIT CT09		293259	129.71
SUSAN SAXE-CLIFFORD, PH.D.	0010-801-1801-31900	400.00	PSYCHOLOGICAL EVALUATION		293260	400.00
TERESA REAL SEBASTIAN	0010-801-1101-33200	128.71	SCAGC MILEAGE		293261	128.71
HSIAO I. SHIH	0075-450-0075-08200	8,830.00	REFUND GRADING BOND (TRUST)		293262	8,830.00
SHRED-IT LOS ANGELES	0010-801-3114-38400	158.83	SHREDDING SERVICES		293263	
	0010-801-3114-38400	175.85	SHREDDING SERVICES		293263	
	0010-801-3114-38400	116.91	SHREDDING SERVICES		293263	451.59
JAY SILVERMAN	0010-801-3103-22750	139.52	POLICE UNIFORM		293264	139.52
SMARDAN SUPPLY COMPANY	0092-801-4222-23700	109.29	PLUMBING SUPPLIES	70124	293265	109.29
JEROME SMITH	0010-801-1703-22300	139.50	COMM DEV REIMBURSE UNIFORM		293266	
	0010-801-1703-22310	213.02	COMM DEV REIMBURSE UNIFORM		293266	352.52
SMS INC	0010-801-3115-38400	8.00	SERVER MAINTENANCE	70307	293267	
	0010-801-3115-38400	674.00	SERVER MAINTENANCE		293267	

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SMS INC	0010-801-3115-38400	682.00	SERVER MAINTENANCE		293267	1,364.00
MARTHA SORIANA	0010-701-0010-07960	250.00	REFUND AMBULANCE FEE		293268	250.00
SOUTH COAST AIR QUALITY MGT DIST	0092-801-4222-41100	116.61	AQMD FEE-7/12-06/13		293269	116.61
	0092-801-4222-41100	116.61	AQMD FEE-7/12-06/13		293270	116.61
	0092-801-4222-41100	116.61	AQMD FEE-7/12-06/13		293271	116.61
THE STANDARD INSURANCE CO.	0065-464	466.98	EXECUTIVE PREMIUM		293272	466.98
THE STANDARD	0065-464	4,538.87	LTD INSURANCE		293273	4,538.87
STATUS ONE MEDICAL INC	0160-801-5002-88550	3,813.09	POLICE FIRST AID KITS	70572	293274	3,813.09
WILLIAM STECYK	0010-801-1702-22310	84.70	COMM DEV REIMBURSE UNIFORM		293275	
	0010-801-1702-22300	100.57	COMM DEV REIMBURSE UNIFORM		293275	185.27
SUPREME TROPHIES & GIFTS CO.	0010-801-1101-39250	15.26	PLATES & BADGES		293276	15.26
TANK SPECIALISTS OF CALIFORNIA	0060-801-4211-31950	125.00	DESIGNATED OPERATOR SERVICES	70528	293277	
	0060-801-4211-31950	125.00	DESIGNATED OPERATOR SERVICES	70528	293277	250.00
TATSUMI & PARTNERS, INC	0010-701-0010-06250	513.10	PLAN CHECK FEES		293278	513.10
TERRILL PUBLICATIONS	0043-801-6509-31880	3,028.00	CASCADES PRINTING	70380	293279	
	0092-801-6509-31880	2,071.25	CASCADES PRINTING	70380	293279	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						5,099.25
THE CHRYSALIS CENTER	0077-801-1111-31950	4,725.00	BID MAINTENANCE	70313	293280	4,725.00
THOMAS PARTITIONS AND	0343-801-5002-91524	2,323.00	RESTROOM PARTITION	70552	293281	2,323.00
TNT WINDOW TINTING (DBA)	0060-801-4211-54050	150.00	FLEET UNIT 079		293282	150.00
TOM'S CLOTHING & UNIFORMS INC	0010-801-4209-22310	300.00	UNIFORMS-M LIRA	70088	293283	
	0010-801-4209-22310	114.45	UNIFORMS-R QUARTON	70088	293283	
	0010-801-1702-22310	27.25	UNIFORMS-S VARGAS		293283	
	0010-801-1702-22310	113.91	UNIFORMS-T REICHARDT		293283	
	0010-801-6517-22310	223.45	UNIFORMS-R VALENZVELA	70295	293283	
	0176-801-6516-22310	149.93	UNIFORMS-M RAMIROZ	70295	293283	
	0010-801-6517-22310	300.00	UNIFORMS-R POBLANO	70295	293283	
	0010-801-3210-22310	101.75	UNIFORMS-F PADILLA	70185	293283	
	0010-801-3210-22310	665.09	UNIFORMS-O MONZON	70185	293283	
	0010-801-3210-22310	184.41	UNIFORMS-J CARTER	70185	293283	
	0010-801-3210-22310	665.09	UNIFORMS-D RESPICIO	70185	293283	
	0010-801-3210-22320	253.43	UNIFORMS-C MADRIGAL	70187	293283	
	0010-801-3205-22310	300.00	UNIFORMS-W SHUM	70186	293283	
	0010-801-3101-22320	53.96	UNIFORMS-S CARRILLO	70218	293283	
	0010-801-3101-22320	300.00	UNIFORMS-D JOHNSON	70218	293283	
	0010-801-3101-22320	100.00-	UNIFORMS-D JOHNSON-CREDIT	70218	293283	
	0010-801-3101-22320	81.45	UNIFORMS-C MIRELES	70218	293283	
	0010-801-3101-22320	68.67	UNIFORMS-A SORIANO	70218	293283	
	0010-801-3101-22320	200.00	UNIFORMS-F WOO	70218	293283	
	0010-801-3101-22320	200.00	UNIFORMS-J RIVERA	70218	293283	
	0010-801-3101-22320	110.00	UNIFORMS-B CUEVAS	70218	293283	
	0010-801-3102-22750	68.51	UNIFORMS-TRAFFIC		293283	

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TOM'S CLOTHING & UNIFORMS INC	0010-801-3102-22310	289.49	UNIFORMS-B ARCHIBALD	70218	293283	
	0010-801-3102-22310	218.60	UNIFORMS-R BARRERA	70218	293283	
	0010-801-3102-22310	112.82	UNIFORMS-R BARRERA	70218	293283	
	0010-801-3102-22310	214.00	UNIFORMS-S ESTEVEZ	70218	293283	
	0010-801-3102-22310	104.02	UNIFORMS-D GIANNONE	70218	293283	
	0010-801-3102-22310	141.77	UNIFORMS-B PFLUGHOFT	70218	293283	
	0010-801-3102-22310	263.00	UNIFORMS-J SILVERMAN	70218	293283	
	0010-801-3102-22310	124.59	UNIFORMS-B STOTHERS	70218	293283	
	0010-801-3102-22310	21.58	UNIFORMS-B STOTHERS	70218	293283	
	0010-801-3103-22310	150.65	UNIFORMS-D CASTELLANO	70218	293283	
	0010-801-3103-22310	85.47	UNIFORMS-G CRUZ	70218	293283	
	0010-801-3103-22310	83.39	UNIFORMS-S GIOVANAZZI	70218	293283	
	0010-801-3103-22310	10.89	UNIFORMS-G GONZALO	70218	293283	
	0010-801-3103-22310	2.26	UNIFORMS-H HERNANDEZ	70218	293283	
	0010-801-3103-22310	267.00	UNIFORMS-R MUNDER	70218	293283	
	0010-801-3103-22310	246.23	UNIFORMS-D VERA	70218	293283	
	0010-801-3103-22310	114.91	UNIFORMS-V CJANG	70218	293283	
	0010-801-3103-22310	551.06	UNIFORMS-P PALOMINO	70218	293283	
	0010-801-3103-22310	90.26	UNIFORMS-A ROUSSEAU	70218	293283	
	0010-801-3103-22310	155.83	UNIFORMS-I SANCHEZ	70218	293283	
	0010-801-3103-22310	53.96	UNIFORMS-J TAFFLINGER	70218	293283	
	0010-801-3103-22310	37.27	UNIFORMS-S WIESE	70218	293283	
	0010-801-3103-22310	439.00	UNIFORMS-T WISNIEWSKI	70218	293283	
	0010-801-3103-22310	331.80	UNIFORMS-G ZAMUDIO	70218	293283	
	0010-801-3103-22310	213.76	UNIFORMS-V CHANG	70218	293283	
	0010-801-3103-22310	407.83	UNIFORMS-R CONTRERAS	70218	293283	
	0010-801-3103-22310	75.10	UNIFORMS-G ESCARSEGA	70218	293283	
	0010-801-3103-22310	413.17	UNIFORMS-D FERRARI	70218	293283	
	0010-801-3103-22310	48.56	UNIFORMS-S JIMENEZ	70218	293283	
	0010-801-3103-22310	600.00	UNIFORMS-T MONTOYA	70218	293283	

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TOM'S CLOTHING & UNIFORMS INC	0010-801-3103-22310	78.46	UNIFORMS-L NORRIS	70218	293283	
	0010-801-3103-22310	411.52	UNIFORMS-A PORTER	70218	293283	
	0010-801-3103-22310	60.69	UNIFORMS-I SANCHEZ	70218	293283	
	0010-801-3103-22310	2.92	UNIFORMS-J SANCHEZ	70218	293283	
	0010-801-3103-22310	300.00	UNIFORMS-T URICH	70218	293283	
	0010-801-3103-22310	45.13	UNIFORMS-V VASQUEZ	70218	293283	
	0010-801-3103-22310	64.69	UNIFORMS-V VASQUEZ	70218	293283	
	0010-801-3103-22310	329.98	UNIFORMS-P YNIGUEZ	70218	293283	
	0010-801-3104-22310	44.13	UNIFORMS-B IGLESIAS	70218	293283	
	0010-801-3104-22310	236.00	UNIFORMS-R LOPEZ	70218	293283	
	0010-801-3104-22310	140.77	UNIFORMS-R SEMERENA	70218	293283	
	0010-801-3104-22310	27.46	UNIFORMS-R SEMERENA	70218	293283	
	0010-801-3104-22310	251.33	UNIFORMS-J FRESCAS	70218	293283	
	0010-801-3104-22310	179.18	UNIFORMS-B HAN	70218	293283	
	0010-801-3104-22310	555.87	UNIFORMS-B IGLESIAS	70218	293283	
	0010-801-3104-22310	190.93	UNIFORMS-C MAZELIN	70218	293283	
	0010-801-3104-22310	296.00	UNIFORMS-R SEMERENA	70218	293283	
	0010-801-3104-22310	137.97	UNIFORMS-J FLORES	70218	293283	
	0010-801-3113-22310	300.00	UNIFORMS-M BARFIELD	70218	293283	
	0010-801-3113-22310	203.00	UNIFORMS-S CODAY	70218	293283	
	0010-801-3113-22310	217.00	UNIFORMS-E MDEINA	70218	293283	
	0010-801-3113-22310	300.00	UNIFORMS-B OSHEA	70218	293283	
	0010-801-3114-22310	20.41	UNIFORMS-D CASEY	70218	293283	
	0010-801-3114-22310	300.00	UNIFORMS-S CASTILLO	70218	293283	
	0010-801-3114-22310	154.16	UNIFORMS-M MKRTICHIAN	70218	293283	
	0010-801-3114-22310	300.00	UNIFORMS-M ALLRED	70218	293283	
	0010-801-3114-22310	26.93	UNIFORMS-T CHEUNG	70218	293283	
	0010-801-3114-22310	167.87	UNIFORMS-A LE	70218	293283	
	0071-801-3120-22310	250.00	UNIFORMS-S LAM	70218	293283	
	0071-801-3120-22310	185.90	UNIFORMS-L SALAZAR	70218	293283	

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TOM'S CLOTHING & UNIFORMS INC	0071-801-3120-22310	169.38	UNIFORMS-J MARTINDALE	70218	293283	16,202.21
	0010-801-3103-22310	4.91	UNIFORMS-W LEON	70218	293283	
TOYO PHOTOGRAPHY	0010-801-1101-39250	425.10	PORTRAITS		293284	1,275.30
	0010-801-1101-39250	425.10	PORTRAITS		293284	
	0010-801-1101-39250	425.10	PORTRAITS		293284	
RICHARD TULLIUS	0010-801-5002-88560	113.97	FIRE SUPPLIES		293285	274.12
	0010-801-5002-88560	160.15	FIRE SUPPLIES		293285	
TURF STAR INC	0060-801-4211-54500	12,858.43	PARKS MOWER UNIT 084	70526	293286	12,858.43
UC REGENTS	0010-801-3220-39400	1,577.38	FIRE CONTINUE EDUCATION	70189	293287	2,560.42
	0010-801-3220-39400	983.04	FIRE CONTINUE EDUCATION		293287	
UNDERGROUND SERVICE ALERT	0092-801-4223-39300	112.50	UNDERGROUND UTILITY SERVICES		293288	112.50
URS CORPORATION	0161-450-4212-06910	880.00	GEOTECH PLAN REVIEW		293289	880.00
USA MOBILITY WIRELESS, INC	0010-801-3112-32050	119.66	PAGING SERVICES	70264	293290	124.40
	0092-801-4220-32050	4.74	PAGING SERVICES	70264	293290	
MARICELA VASQUEZ	0010-801-6506-22750	300.00	DAY CARE SUPPLIES		293291	300.00
VETERINARY HEALTHCARE CENTER	0010-801-3111-31950	75.00	K9 SUPPLIES & SERVICE		293292	75.00
ERNESTO A VILLARROEL	0092-801-4220-39300	114.68	REIMBURSE WATER CERTIFICATION		293293	114.68

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 06/05/2013

43

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
VULCAN MATERIAL CO	0110-801-4202-23600	226.37	ASPHALT		293294	
	0110-801-4202-23600	298.27	ASPHALT		293294	
	0110-801-4202-23600	299.76	ASPHALT		293294	
	0110-801-4202-23600	225.64	ASPHALT		293294	
	0110-801-4202-23600	225.64	ASPHALT		293294	
	0110-801-4202-23600	893.80	ASPHALT		293294	
	0110-801-4202-23600	299.76	ASPHALT		293294	
	0110-801-4202-23600	600.96	ASPHALT		293294	
	0110-801-4202-23600	409.45	ASPHALT		293294	
						3,479.65
WALTERS WHOLESALE ELECTRIC CO	0010-801-4210-23400	117.89	ELECTRICAL SUPPLIES	70568	293295	
	0010-801-4210-23400	428.26	ELECTRICAL SUPPLIES	70568	293295	
						546.15
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	22.91	FLEET PARTS	70054	293296	
	0060-801-4211-23500	22.86	FLEET PARTS	70054	293296	
	0060-801-4211-23500	40.64	FLEET PARTS	70054	293296	
						86.41
WELLS FARGO FINANCIAL LEASING	0092-801-1408-37200	391.11	COPIER RENTAL	70265	293297	
						391.11
WEST COAST ARBORISTS, INC.	0344-801-5002-99290	154.00	TREE MAINTENANCE SERVICES	70276	293298	
	0010-801-6516-31190	1,346.00	TREE MAINTENANCE SERVICES	70277	293298	
	0010-801-6516-31190	998.00	TREE MAINTENANCE SERVICES	70277	293298	
	0010-801-6516-31190	1,218.00	TREE MAINTENANCE SERVICES	70277	293298	
	0010-801-6517-31950	800.00	TREE MAINTENANCE SERVICES		293298	
	0092-801-4222-38500	1,600.00	TREE MAINTENANCE SERVICES	70512	293298	
	0010-801-6516-31190	1,146.00	TREE MAINTENANCE SERVICES	70277	293298	
						7,262.00
WEST COAST LIGHTS & SIRENS	0060-801-4211-54050	4,830.60	FLEET CONVERSION UNIT 071	70597	293299	
	0060-801-4211-54050	3,754.90	FLEET CONVERSION UNIT 082	70609	293299	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 06/05/2013

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						8,585.50
WESTERN WATER WORKS SUPPLY CO.	0092-801-4221-23700	1,117.03	WATER SUPPLIES	70119	293300	
	0092-801-4222-23700	742.30	WATER SUPPLIES	70127	293300	
	0092-801-4223-23300	2,705.47	WATER SUPPLIES	70583	293300	
	0092-801-4223-23300	867.55	WATER SUPPLIES		293300	
						5,432.35
WHITE CAP CONSTRUCTION SUPPLY	0010-801-4210-23400	20.00	ELECTRICAL SUPPLIES		293301	
	0010-801-4206-23100	235.20	ELECTRICAL SUPPLIES		293301	
						255.20
SCOTT WIESE	0010-801-3103-22310	97.74	POLICE UNIFORM		293302	
						97.74
JENNIE WONG	0010-701-0010-03630	50.00	REFUND PARKING CITATION		293303	
						50.00
CHUCK WOO	0010-701-0010-02600	12.80	REFUND PERMIT FEES		293304	
						12.80
ZUMAR INDUSTRIES, INC.	0010-801-4206-23800	32.70	TRAFFIC SIGNS	70578	293305	
	0010-801-4206-23800	727.03	TRAFFIC SIGNS	70578	293305	
	0010-801-4206-23800	7,809.85	TRAFFIC SIGNS	70578	293305	
	0010-801-4206-23800	98.10	TRAFFIC SIGNS	70578	293305	
						8,667.68
TOTAL FOR PRINTED WARRANTS						1,038,994.80

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 06/05/2013

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TOTAL FOR PREPAID WARRANTS	264,113.00
TOTAL FOR PRINTED WARRANTS	1,038,994.80
TOTAL WARRANTS	1,303,107.80
TOTAL VOID CHECKS	1
TOTAL PREPAID CHECKS	65
TOTAL CHECKS PRINTED	210
TOTAL CHECKS ISSUED	275

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 06/05/2013
FUND SUMMARY

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FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0010	GENERAL FUND	67,133.55	209,308.00	276,441.55
0022	STATE GAS TAX FUND	560.27	551.82	1,112.09
0042	SEWER FUND	0.00	726.76	726.76
0043	REFUSE FUND	1,574.91	409,593.92	411,168.83
0060	CITY SHOP FUND	2,267.05	67,894.17	70,161.22
0061	SEPARATION BENEFITS FUND	1,662.00	0.00	1,662.00
0062	GENERAL LIABILITY FUND	0.00	5,961.92	5,961.92
0063	TECHNOLOGY INTERNAL SERV FUND	3,785.00	398.89	4,183.89
0065	PAYROLL CLEARING ACCOUNT	6,469.88	5,005.85	11,475.73
0071	PUBLIC SAFETY IMPACT FEE FUND	20,360.62	797.28	21,157.90
0075	SPECIAL DEPOSITS FUND	7,208.79	11,167.19	18,375.98
0077	BUSINESS IMPROVEMENT AREA #1	0.00	4,725.00	4,725.00
0080	WORKERS COMP FUND	0.00	6,666.67	6,666.67
0092	WATER FUND	5,312.66	157,230.96	162,543.62
0093	WATER TREATMENT FUND	0.00	43,399.53	43,399.53
0109	OPA PROPOSITION A	133.03	10,175.61	10,308.64
0110	MEASURE R FUND	0.00	3,479.65	3,479.65
0131	LIBRARY TAX FUND	85.02	0.00	85.02
0136	POST	32.61-	461.80	429.19
0152	HOME HOUSING PROGRAM	50,933.06	0.00	50,933.06
0159	RECREATION FUND	0.00	1,019.81	1,019.81
0160	ASSET FORFEITURE	2,466.39	17,675.08	20,141.47
0161	CONSTRUCTION AGENCY FUND	0.00	880.00	880.00
0166	PROPOSITION C	0.00	47,655.70	47,655.70
0169	CDBG FUND	209.83	0.00	209.83
0176	MAINTENANCE DISTRICT 93-1	0.00	1,289.93	1,289.93
0178	PROP A - PER PARCEL GRANT	0.00	1,567.50	1,567.50
0255	2011 HOMELAND SECURITY GRANT	0.00	12,786.59	12,786.59

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 06/05/2013
FUND SUMMARY

47

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0343	RECREATION GRANT (075)	0.00	2,323.00	2,323.00
0344	MAINTENANCE GRANT (075)	0.00	7,034.00	7,034.00
0349	ELAC INSTRUCTIONAL SERV PROG	4,891.81	1,456.00	6,347.81
0420	EEC BLOCK GRANT	75.00	0.00	75.00
0423	TARGET GRANT (2010)	43.97	0.00	43.97
0435	EMERGENCY OPERATIONS CENTER	81,357.45	0.00	81,357.45
0440	SUSTAINABLE COMM PLANNING	0.00	7,762.17	7,762.17
0880	CITY/HOUSING SUCCESSOR AGENCY	7,615.32	0.00	7,615.32
	TOTAL	264,113.00	1,038,994.80	1,303,107.80

Staff Report City of Monterey Park

Consent Calendar
Agenda Item 4

DATE: June 5, 2013

TO: Paul Talbot, City Manager
FROM: Vincent D. Chang, City Clerk
SUBJECT: City Council Minutes

Attached are minutes for approval by City Council for the following meetings:

- April 15, 2013 (Special 6:00 p.m.)
- April 16, 2013 (Adjourned Special 8:30 a.m.)
- April 17, 2013 (Regular)

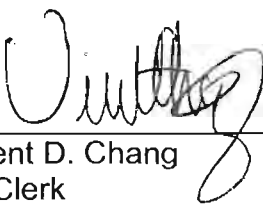
FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended that the City Council approved the minutes.

By:



Vincent D. Chang
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
APRIL 15, 2013**

The City Council of the City of Monterey Park held a Special Meeting of the Council at the Monterey Park Bruggemeyer Library - Friend's Room, located at 318 South Ramona Avenue in the City of Monterey Park, Monday, April 15, 2013 at 6:00 p.m.

CALL TO ORDER:

Mayor Real Sebastian called the meeting to order at 6:00 p.m.

ROLL CALL:

Deputy City Clerk Trang called the roll:

Council Members Present: Ing, Chan, Liang, Wong, Real Sebastian

Council Members Absent: None

Also Present: City Manager Talbot, City Attorney Hensley, Human Resources Director Cody, Marilyn Snider, Facilitator – Snider and Associates

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTION

None.

NEW BUSINESS

1. STRATEGIC PLANNING RETREAT

Welcome, Purpose of the Retreat, Public Comment – Mayor Teresa Real Sebastian

Introduction of the Facilitator and Recorder -- Paul L. Talbot, City Manager

Role of the Facilitator, Recorder, Group and Public; Strategic Planning Elements;
Agenda Review – Marilyn Snider, Facilitator – Snider and Associates
Introductions of the Group

City of Monterey Park:

- Mission/Purpose Statement
- Core Values/Guiding Principles

Review and Revise, if needed, the Three-Year Goals (what the City of Monterey Park government needs to accomplish)

Suggestions for Six-Month Strategic Objectives (how the goals will be addressed – specific action steps/results) for Each of the Three-Year Goals

- Public Input
- Input from the Mayor and Council Members

MISSION STATEMENT

The mission of the City of Monterey Park is to provide excellent services to enhance the quality of life for our entire community.

Next Steps/Follow-Up Process (including a review of the Management Team Strategic Planning Retreat April 16, 2013 agenda when specific objectives will be identified to recommend to the City Council for action)

Summary of the Retreat

Action Taken: No action taken. The City Council provided staff with directions at the strategic planning retreat to prepare a three-year goal for the city's future.

Council Communications and committee reports from Council Representatives of specific organizations (Non Action Item)

Discussion on where the City Manager, City Attorney, and City Clerk should sit during City Council Meetings. (Requested by Mayor Teresa Real Sebastian)

Action Taken: The City Council agreed to the switching of seats between the City Manager and City Attorney.

ADJOURNMENT

Deputy City Clerk Trang adjourned the meeting at 9:00 p.m. to Tuesday, April 16, 2013 at 8:30 a.m.

Vincent D. Chang
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
ADJOURNED SPECIAL MEETING
APRIL 16, 2013**

The City Council of the City of Monterey Park held a Special Meeting of the Council at the Monterey Park Bruggemeyer Library - Friend's Room, located at 318 South Ramona Avenue in the City of Monterey Park, Tuesday, April 16, 2013 at 8:30 a.m.

CALL TO ORDER:

Mayor Pro Tem Wong called the meeting to order at 8:30 a.m.

ROLL CALL:

City Clerk Chang called the roll:

Council Members Present: Chan, Liang, Wong

Council Members Absent: Ing, Real Sebastian

Also Present: City Manager Talbot, City Attorney Hensley, City Treasurer Leon, Human Resources Director Cody, Recreation and Community Services Costley, City Librarian Arvizu, Interim Director of Public Works/Community Development Quintero, Special Projects Coordinator Funk, Support Services Manager Shay, Deputy City Clerk Trang, Acting Senior Accountant Tung, Marilyn Snider, Facilitator – Snider and Associates

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTION

None.

NEW BUSINESS

1. STRATEGIC PLANNING RETREAT

Welcome, purpose of the retreat, public comment – Mayor Teresa Real Sebastian

Introduction of the facilitator and recorder -- Paul L. Talbot, City Manager

Role of the facilitator, recorder, group and public; Strategic Planning Elements; Agenda – Marilyn Snider, Facilitator – Snider and Associates

Introductions of the Group

City of Monterey Park:

- Mission/Purpose Statement
- Core Values/Guiding Principles
- Three-Year Goals (2011-2014)

What are the strengths and the accomplishments of the City of Monterey Park since the October 29, 2012 Strategic Planning Retreat?

What are the City's current internal weaknesses/challenges?

MISSION STATEMENT

The mission of the City of Monterey Park is to provide excellent services to enhance the quality of life for our entire community.

What are the external factors/trends (e.g., economic, political, demographic, technological) that will/might have an impact on the City of Monterey Park in the coming year:

- Positively (opportunities)?
- Negatively (threats)

Review three-year goals (what the City of Monterey Park needs to accomplish) selected by the City Council at the Special Meeting on April 15, 2013.

Identify six-month strategic objectives (how the goals will be addressed -- by when, who will be accountable, for what specific, measurable results) for each of the three-year goals

Review action steps suggested by the City Council

Select objectives to recommend to the City Council for each of the goals

Next Steps/Follow-Up Process to Monitor Progress on the Goals and Objectives

Action Taken: No action taken.

Council Members Chan and Liang left at 10:00 a.m.

ADJOURNMENT

City Clerk Chang adjourned the meeting at 10:00 a.m. due to a lack of quorum. Mayor Pro Tem Wong left at 12:00 p.m. Staff continued discussion and concluded at 1:30 p.m.

Vincent D. Chang
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
REGULAR MEETING
APRIL 17, 2013**

The City Council of the City of Monterey Park held a Regular Meeting of the Council in the Council Chambers, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, April 17, 2013 at 7:00 p.m.

The minutes include items considered by the City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency, which dissolved February 1, 2012. Successor Agency matters will include the notation of "SA" next to the Agenda Item Number.

CALL TO ORDER:

Mayor Real Sebastian called the meeting to order at 7:02 p.m.

FLAG SALUTE:

The Monterey Park Police Explorers led the flag salute.

Mayor Real Sebastian called a moment of silence for those who lost their lives in the Boston Marathon bombing on April 15, 2013.

Mayor Real Sebastian congratulated and honored Officer David Johnson, a 32 year City of Monterey Park reserved officer who was presented with the City of Monterey Park Chief's Award.

ROLL CALL:

City Clerk Chang called the roll:

Council Members Present: Ing, Chan, Liang, Wong, Real Sebastian

Council Members Absent: None

ALSO PRESENT: City Manager Talbot, City Attorney Hensley, City Treasurer Leon, Fire Chief Birrell, Police Chief Smith, Human Resources Director Cody, Recreation and Community Services Costley, Financial Services Manager Yaung, City Librarian Arvizu, Interim Director of Public Works/Community Development Quintero, Special Projects Coordinator Funk, Support Services Manager Shay

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTION

Council Member Chan pulled his requested item from Council Communications and Mayor/Council and Agency Matters regarding the public forum.

SUCCESSOR AGENCY CONSENT CALENDAR CONSISTS OF ITEM NO. 1-3

1. SUCCESSOR AGENCY RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council (acting on behalf of the Successor Agency) approve all disbursements.

MISSION STATEMENT

The mission of the City of Monterey Park is to provide excellent services to enhance the quality of life for our entire community.

See Successor Agency minutes.

2. SUCCESSOR AGENCY INVESTMENT REPORT AS OF MARCH 2013

In accordance with the City's Investment Policy, a monthly investment report is presented to the City Council disclosing types of investments, dates of maturities, amounts of deposits, rates of interest, and for securities with a maturity of more than 12 months, current market values.

See Successor Agency minutes.

3. SUCCESSOR AGENCY MINUTES

Approval of Minutes from the regular meetings of February 20, 2013, March 6, 2013, and March 20, 2013 of the Successor Agency to the former Monterey Park Redevelopment Agency.

See Successor Agency minutes.

This is the end of Successor Agency (SA) items.

PRESENTATIONS

None.

ORAL AND WRITTEN COMMUNICATIONS

- Nancy Arcuri spoke of her concerns regarding the city's fiscal budget.
- Susan Ho addressed the council and resident's of her concerns regarding an article published in the World Daily Journal regarding the residents at Villa Garfield Senior Housing.
- Sarkis Antonian spoke of his concerns regarding pedestrian and traffic safety at Mark Keppel High School.
- Rick Burroughs congratulated Mayor Real Sebastian as the new Mayor for the City of Monterey Park. He addressed the council and stated that the upcoming Public Forum to discuss the potential transfer of the City's Fire Services to Los Angeles County be factual and impartial for residents.
- Rita Miller spoke of her concerns of the validity of the signatures collected on the City of Monterey Park Safe and Affordable Fire and Emergency Services Maximization Ordinance and the financial costs to hold the City Special Election on July 2, 2013.

- Vincent Chang spoke on behalf of the Environmental Commission inviting the council and residents to attend the Earth Day Festival and Bike Ride on Saturday, April 20, 2013 from 7:00 a.m. – 1:00 p.m.
- Assistant City Attorney Berger advised the council to refrain from responding to speaker Susan Ho's comments due to ongoing litigation.

CITY OF MONTEREY PARK CONSENT CALENDAR CONSISTS OF ITEMS 4 - 10

Matters listed under consent calendar are considered to be routine, ongoing business and are enacted by one motion unless specified.

Action Taken: Council Members approved and adopted Item Nos. 4 - 10, except for Item No. 7 which was pulled and reading resolutions and ordinances by title only and waiving further reading thereof.

Motion: Moved by Mayor Pro Tem Wong and seconded by Council Member Chan, motion carried by the following vote:

Ayes: Council Members: Ing, Chan, Liang, Wong, Real Sebastian
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

4. RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council approve all disbursements.

Action Taken: The City Council approved payment of warrants and adopted **Resolution No. 11570** allowing certain claims and demands per Warrant Register dated **April 17, 2013 Totaling \$913,077.14** and specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. 11570, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED **April 17, 2013 Totaling \$913,077.14** AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

5. INVESTMENT REPORT AS OF MARCH 2013

In accordance with the City's Investment Policy, a monthly investment report is presented to the City Council disclosing types of investments, dates of maturities, amounts of deposits, rates of interest, and for securities with a maturity of more than 12 months, current market values.

Action Taken: The City Council received and filed the investment report as of March 2013 on Consent Calendar.

6. MINUTES

Approval of Minutes from the regular meetings of February 20, 2012, March 6, 2013, and March 20, 2013 and the special meetings of March 19, 2013 and March 26, 2013.

Action Taken: The City Council approved the minutes from the regular meetings of February 20, 2012, March 6, 2013, and March 20, 2013 and the special meetings of March 19, 2013 and March 26, 2013 on Consent Calendar.

7. DENIM DAY MONTEREY PARK

Action Taken: The City Council adopted **Resolution No. 11571** declaring Wednesday, April 24, 2013 to be "Denim Day Monterey Park" supporting sexual abuse awareness and the belief that there is no excuse and never an invitation to rape.

This item was pulled for separate discussion.

Resolution No. 11571, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA DECLARING WEDNESDAY, APRIL 24, 2013 TO BE "DENIM DAY MONTEREY PARK", SUPPORTING SEXUAL ABUSE AWARENESS AND THE BELIEF THAT THERE IS NO EXCUSE AND NEVER AN INVITATION TO RAPE

Motion: Moved by Mayor Pro Tem Wong and seconded by Council Member Ing, motion passed by the following vote:

Ayes: Council Members: Ing, Chan, Liang, Wong, Real Sebastian

Noes: Council Members: None

Absent: Council Members: None

Abstain: Council Members: None

8. FIRE STATION 62 AND 63 ROOF REPAIR

On December 5, 2012, the City Council awarded a contract to Adco Roofing to complete the Fire Station 62 and 63 Roof Repair project that involved the installation of new roofing material and repair of the existing roof drainage systems.

Action Taken: The City Council accepted the Fire Station 62 and 63 roof repair work performed by Adco Roofing and authorize staff to file a Notice of Completion with the Los Angeles County Recorder's Office and pay the final retention 35 days thereafter on Consent Calendar.

9. 2013 SIDEWALK REPAIRS

The project involves the removal and replacement of concrete sidewalk at approximately 150 locations city wide to repair damaged sidewalk sections uplifted by street trees and missing sidewalk sections.

Action Taken: The City Council adopted **Resolution No. 11572** authorizing staff to advertise the 2013 Sidewalk Repairs for bids on Consent Calendar.

Resolution No. 11572, entitled:

A RESOLUTION APPROVING THE DESIGN AND PLANS FOR THE 2013 SIDEWALK REPAIRS PURSUANT TO GOVERNMENT CODE 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT

10. CARBON CHANGE OUT OF WELLS 1, 3, 10 AND FERN VOC TREATMENT PLANT

The Public Works Department, Water Utility Division, is seeking authorization to perform a maintenance carbon change at Wells 1, 3, 10 and the Fern Treatment Plant.

Action Taken: The City Council (1) authorized the City Manager, or designee, to purchase 120,000 pounds of Granular Activated Carbon from Prominent Systems in an amount not to exceed \$146,358.30 to complete required change out of media at Wells 1, 3, 10 and Fern Treatment Plant AND (2) authorized staff to exclusively solicit competitive bids from the three Granular Activated Carbon vendors for the next three years on Consent Calendar.

PUBLIC HEARING

11. COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIP PROGRAM CONSOLIDATED PLAN

Local governments receiving Community Development Block Grant and HOME Investment Partnership program funds must prepare a Consolidated Plan every three to five years. This Plan identifies needs and resources to achieve federal legislative for decent housing, creating suitable living environments, and expanding economic opportunities for every resident, particularly those with low-incomes.

Action Taken: The City Council authorized the City Manager, or designee, to amend the One-Year Action Plan as direct and set the final public hearing for the adoption of the Fiscal Year 2013-14 One-Year Action Plan for May 1, 2013.

Motion: Moved by Mayor Pro Tem Wong and seconded by Council Member Liang, motion passed by the following vote:

Ayes: Council Members: Ing, Chan, Liang, Wong, Real Sebastian
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

12. AMENDMENTS TO MONTEREY PARK MUNICIPAL CODE, TITLE 21, REGARDING ZONING REGULATIONS AFFECTING ALL ZONES WITHIN THE CITY OF MONTEREY PARK (CA-13-01)

The proposed amendments to Title 21 of the Monterey Park Municipal Code, which implements the City's zoning regulations, was brought before the Planning Commission on March 13, 2013 and March 26, 2013. The proposed Ordinance, if adopted, would amend Title 21 in its entirety to update the Monterey Park Municipal Code following

changes to California law; amend the Monterey Park Municipal Code in light of voter approved amendments to the General Plan; and clarify the Monterey Park Municipal Code for purposes of transparency and ease of use.

Action Taken: The City Council introduced and waived the first reading of the Ordinance amending Title 21 of Monterey Park Code (CA-13-01) with the second reading and adoption at the May 1, 2013 City Council Meeting as amended with council's recommendation to review items identified by council for additional review and discussion at a future council meeting.

Motion: Moved by Mayor Pro Tem Wong and seconded by Council Member Liang, motion passed by the following vote:

Ayes: Council Members: Chan, Liang, Wong, Real Sebastian
Noes: Council Members: Ing
Absent: Council Members: None
Abstain: Council Members: None

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Consideration of using the City Council Chambers to hold a Public Forum to discuss the potential transfer of Fire Services from the City of Monterey Park to the Los Angeles County Fire Protection District. The proposed date is May 22, 2013 from 6:00 pm to 10:00 pm. (Requested by Council Member Peter Chan)

Action Taken: None. This item was pulled.

Council Communications and committee reports from Council Representatives of specific organizations (Non Action Item)

Council Member Ing invited the residents to attend the City's Cherry Blossom Festival to be held on April 20-21, 2013 at Barnes Park. Mayor Pro Tem Wong invited the residents to celebrate the City of Monterey Park's Birthday and attend the Play Days Parade and Festival on May 18, 2013. He also informed the council and residents of his attendance at the League of California Cities Association on April 4, 2013 at Luminaires Restaurant; Congresswoman Chu's 2013 Women of Distinction Awards on April 6, 2013 honoring MERCI Executive Director, Marta Escanuelas; City of Rosemead's Mayoral Installation on April 9, 2013; City of Monterey Park's Citizen's Academy Graduation Dinner at Langley Center on April 10, 2013 and the Southern California Association Burmese New Year on April 14, 2013. Mayor Real Sebastian invited the residents to attend the American Legion 397 Poppy Dance on May 11, 2013 from 6:00 p.m. - 11:00 p.m.; City of Monterey Park's Earth Day Festival and Bike Ride on April 20, 2013; and to save the date for the Monterey Park Lion's Club Pancake

Breakfast on June 2, 2013 at Barnes Park.

CLOSED SESSION

None.

ADJOURNMENT

City Clerk Chang adjourned the meeting at 11:53 p.m. in memory of Arden Antonian, a long time resident.

Vincent D. Chang
City Clerk

Staff Report City of Monterey Park

**Consent Calendar
Agenda Item 5**

DATE: June 5, 2013

TO: Paul Talbot, City Manager
FROM: Dan Costley, Recreation & Community Services Director
SUBJECT: Joint Use Agreement

Staff is recommending the City Council authorize the City Manager to execute a contract, in a form approved by the City Attorney, to establish a joint use agreement between the City of Monterey Park and the Alhambra Unified School District for the use of athletic facilities at Monterey Highlands Park and Monterey Highlands Elementary School.

DISCUSSION:

Since 1965, Monterey Highlands Park and Monterey Highlands Elementary School have enjoyed a symbiotic relationship, where school students could utilize many features of the park during the school day, and the surrounding community could enjoy many amenities of the school during non-school hours. This crossover between the two facilities was easy because there weren't any fences between the park and school. Now, however the need to secure the school has forced the school district to fence in the school, including the 'Black Top' area that features the playgrounds and open field space.

In order to allow the community access to these areas, the City would provide interior fencing at a cost of approximately \$35,000, which would secure the core of the school during afternoons, weekends, and vacations when the exterior school fences would be left open.

Both the School District and the City would be responsible for maintaining and repairing the equipment on their facilities, and would not be allowed to alter the equipment on the other's facilities. This is a non-exclusive use agreement, and the district and city are authorized to develop necessary use schedules.

The initial term of this agreement would be twenty years, with the ability of either party to terminate with written notice thirty days before the anniversary. Should the School District choose to terminate the agreement at any time during the first twenty year term, the District must reimburse the City the prorated unused share of \$35,000.

FISCAL IMPACT:

The Community Enhancement Fund would be used for the fence expenditure of \$35,000, if approved by Council; there is currently \$119,400 in this account, which is earmarked for community improvements.

RECOMMENDATION:

1 Consider authorizing the City Manager to execute a contract, in a form approved by the City Attorney, to establish a joint use agreement between the City of Monterey Park and the Alhambra Unified School District of Los Angeles County for the use of athletic fields at Monterey Highlands Park and Monterey Highlands Elementary School.

2. Take such additional, related action that may be desirable.

By:



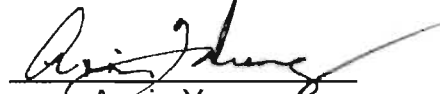
Dan Costley
Recreation and Community
Services Director

Approved:



Paul Talbot
City Manager

By:



Annie Yaung
Controller

**JOINT USE AGREEMENT FOR
ATHLETIC FACILITIES
BETWEEN
THE CITY OF MONTEREY PARK AND
THE ALHAMBRA UNIFIED SCHOOL DISTRICT OF LOS
ANGELES COUNTY**

THIS AGREEMENT is made and executed this ____ day of _____, 2013, between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY"), and the ALHAMBRA UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY, a California public school district ("DISTRICT").

1. **RECITALS.** This Agreement is made with reference to the following facts and objectives:

- A. CITY and DISTRICT each own recreational facilities. CITY owns Monterey Highlands Park which includes tennis court, rest room, children's playground, picnic pavilion and open field space (collectively, "City Fields"). DISTRICT owns Monterey Highlands Elementary School which includes the black top playground areas, open field space and the school site (collectively, "School Facilities"); and
- B. It is in the public interest for the Parties to enter into a cooperative agreement for the continuing use the Facilities at no cost. In addition, the City agrees to invest approximately \$35,000 to provide interior fencing around the "Black Top Area" of the School Facilities, as depicted on Exhibit "A," which is incorporated by reference, so that the community can continue to access this area after school and on weekends.

2. **LICENSE.** CITY licenses DISTRICT to use, on the terms and conditions in this Agreement, the City Fields and DISTRICT (pursuant to Education Code § 10910) licenses CITY to use, on the terms and conditions in this Agreement, the School Facilities. The Parties' actions are not, and should not be construed to be, a conveyance of a property interest or a lease; they are licenses to use property only.

3. **USE OF PROPERTY.**

- A. DISTRICT may use the City Fields for its school and after-school programs at no cost to DISTRICT;
- B. CITY may use the School's "Black Top Area" for recreation programs at no cost to CITY;
- C. Each Party agrees to comply with all existing rules regulating their respective properties including, without limitation, requirements for submitting use

applications; evidence of insurance coverage; and clean up after using their properties.

- D. Each Party acknowledges that this Agreement does not establish an exclusive use for use of the City Fields or School Facilities. Nothing in this Agreement precludes the public from using any such properties or facilities for recreational purposes.

4. **DUTY TO REPAIR.** Each party agrees to comply with all existing rules regulating their respective properties including, without limitation, cleanup after using the property. Each party must repair, cause to be repaired, or reimburse the other for the cost of repairing damage to said facilities occurring during the period of use by that party, except where such damage may be attributed to ordinary or reasonable use of such facility. Except as otherwise provided for in this Agreement, each party will be responsible for normal operation, maintenance and repair of its own buildings and facilities. It is understood that both parties have the right in their respective sole and absolute discretion to make one or more of their facilities unavailable for use by the other party for purposes of repairing or making alterations to the facilities or because the facility is unfit for public use.

5. **ALTERATIONS.** Neither party may make, or cause to be made, any alterations to the other's property, or any part thereof, without the other's prior written consent. CITY agrees to provide DISTRICT up to \$35,000 for installation of fencing located on DISTRICT's School Facilities as identified in attached Exhibit "A," which is incorporated by reference.

6. **LIMITATIONS ON USE.** Neither party may permit any person or organization to use any of City Facilities or School Facilities where such use is inconsistent with the provisions of federal, state or local laws including, without limitation, Education Code §§ 10900 through 10914.5; Education Code §§ 38130 through 38139; DISTRICT Board Policy and Administrative Regulation BP 1330/AR 1330; or the Monterey Park Municipal Code.

7. **USE SCHEDULES.** DISTRICT's Superintendent and CITY's City Manager, or their designees, are authorized to develop necessary schedules and/or details in connection with the operation of the facilities pursuant to this Agreement.

8. **TERM.** Except as otherwise provided, the term of this Agreement will be for twenty (20) years from its effective date. The Agreement will automatically renew on its anniversary date for a five (5) year term unless either Party gives written notice to the other thirty (30) days before the anniversary date of its intent to terminate. Upon mutual written agreement between the parties, this License may be renewed for additional time.

9. **TERMINATION.**

- A. As stated above, either Party may terminate this Agreement at any time with or without cause, upon written or verbal notification. Termination will be effective thirty (30) days after notification. If at any time during the first twenty (20) year

term the DISTRICT should terminate the agreement, DISTRICT must reimburse CITY the prorated unused share of the \$35,000.

- B. By executing this document, the Parties waive any and all claims for damages that might otherwise arise from early termination under this Section.

10. **ALTERATIONS.** Neither Party may make, or cause to be made, any alterations to the other's property, or any part thereof, without the owner's prior written consent.

11. **HAZARDOUS/TOXIC WASTE.** Neither Party has, nor, to their knowledge, has any third party used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within the City Fields or School Facilities in violation of any law or regulation. The Parties agree that they will not use, generate, store or dispose of any Hazardous Material (as defined below) on, under, about or within their properties in violation of any law or regulation. As used in this Section, "Hazardous Material" means any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

12. **SIGNS.** Neither Party may place any sign upon the other's property without the owner's prior written consent. The requesting Party will pay for all costs of any approved signage and comply with all applicable sign codes and ordinances.

13. **ASSIGNMENT.** Neither party may assign this Agreement or any interest therein.

14. INDEMNIFICATION.

- A. Each Party holds the other harmless and free from any and all liability arising out of this Agreement, or its performance. Each Party is responsible for its own legal defense and costs arising from its own negligent or willful actions.
- B. The Parties expressly agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.
- C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

15. **INSURANCE.** Each Party will maintain its own insurance and insure against its own acts or omissions in a form and amount satisfactory to the other Party. Each party must also carry Workers' Compensation Insurance for its own employees in a form and amount meeting statutory requirements.

16. **NOTICES.** Except as otherwise expressly provided by law, all notices or other communications required or permitted by this License or by law to be served on or given to either party to this License by the other party will be in writing and will be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to DISTRICT at:

Alhambra Unified School District
1515 West Mission Rd.
Alhambra, CA 91803

or to CITY at:

City of Monterey Park
320 W. Newmark Avenue
Monterey Park, CA 91754

Either party may change its address for the purpose of this Section by giving written notice of the change to the other party.

17. **ACCEPTANCE OF FACSIMILE SIGNATURES.** The Parties agree that agreements ancillary to this Agreement and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

18. **GOVERNING LAW.** This Agreement has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Agreement will be in Los Angeles County.

19. **PARTIAL INVALIDITY.** Should any provision of this Agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions will remain in effect, unimpaired by the holding.

20. **ENTIRE AGREEMENT.** This instrument and its Attachments constitute the sole agreement between CITY and DISTRICT respecting the Property, the use of the Property by DISTRICT, and the specified term, and correctly sets forth the obligations of CITY and DISTRICT. Any agreement or representations respecting the Property or its licensing by CITY to DISTRICT not expressly set forth in this instrument are void.

21. **CONSTRUCTION.** The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

22. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

23. COUNTERPARTS. This Agreement may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF MONTEREY PARK
a general law city and municipal corporation.

AUSD
a California public school district.

Paul Talbot,
City Manager

By: _____
President

By: _____
Assistant Secretary

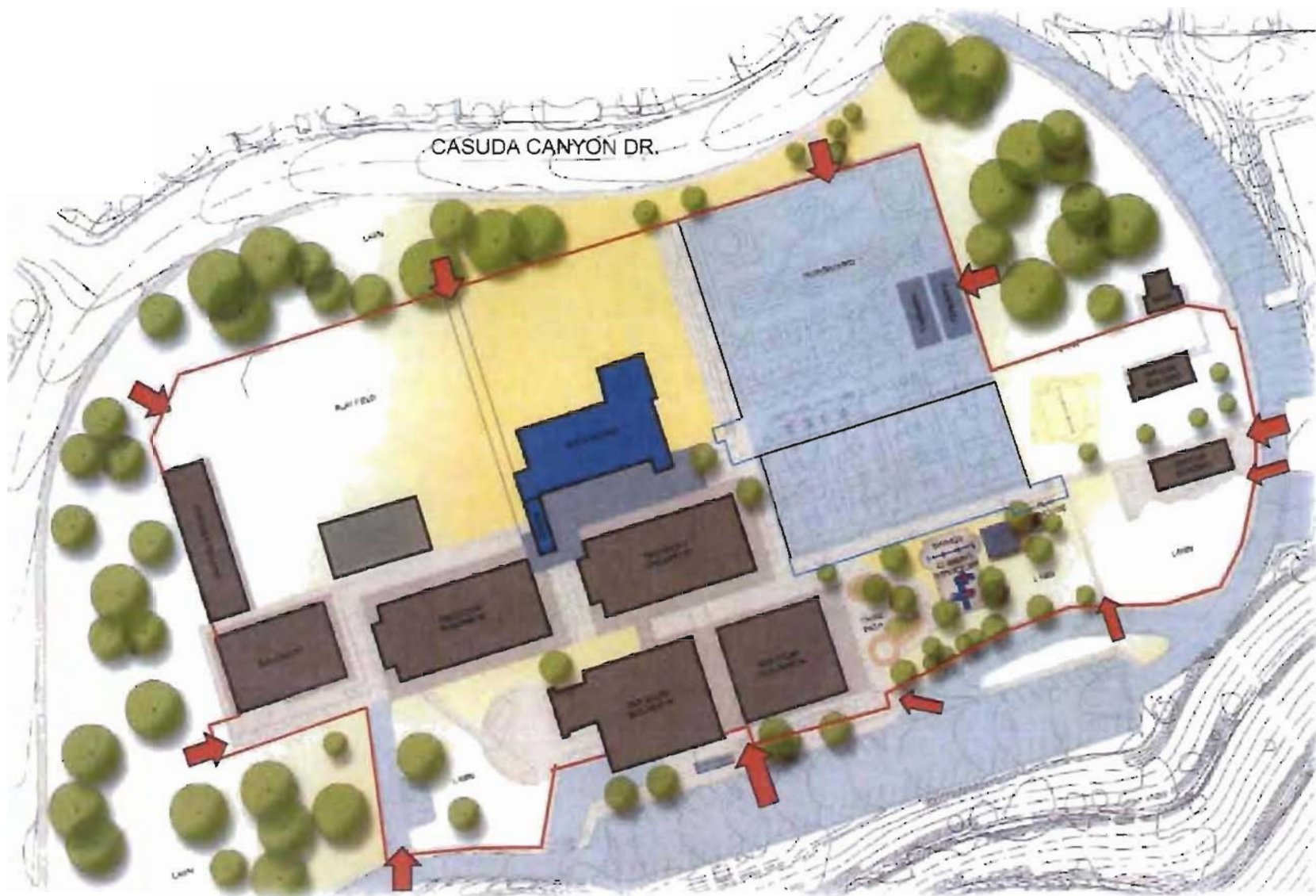
ATTEST:

Date: _____

Vincent D. Chang,
City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: _____
Karl H. Berger,
Assistant City Attorney



MONTEREY HIGHLANDS PROPOSED FENCING

Staff Report City of Monterey Park

**Consent Calendar
Agenda Item 6**

Date: June 5, 2013
To: Paul Talbot, City Manager
From: Annie Yaung, Controller
Re: 2013-2014 Appropriation Limit

Background and Discussion

The appropriation limit is a constitutional spending restriction approved by California voters in 1979. It places a maximum amount of tax proceeds a government may spend in a fiscal year. In accordance with Article XIII B of the California State Constitution, the limit is adjusted annually based on the changes in population and inflation and established through City Council resolution.

Each year, the California Department of Finance provides information for calculating the appropriation limit. These data are used to adjust the City's 2013-14 limit are the California per capita personal income growth of 5.12% and the Los Angeles County's population growth of 0.69%.

Fiscal Impact

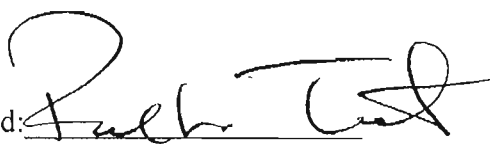
By applying these factors to the City's 2012-13 appropriation limit, the City's 2013-14 appropriation limit is \$69.1 million (please see Exhibit A and B). Based on the preliminary projections, the City's 2013-14 appropriations subject to the limit are \$31.5 million, or \$45.2 million below the legal limit. The City has not exceeded its appropriation limit since it was established in 1979.

Recommendation

It is recommended that the City Council:

1. Adopt the attached Resolution establishing the City's 2013-2014 Appropriation Limit.
2. Take such additional, related, action that may be desirable.

By: 
Annie Yaung, CPFO
Controller

Approved: 
Paul Talbot
City Manager

RESOLUTION NO. _____

**A RESOLUTION SETTING THE CITY OF MONTEREY PARK'S
APPROPRIATIONS LIMIT FOR FISCAL YEAR 2013-2014 IN ACCORDANCE
WITH ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION**

BE IT RESOLVED by the Council of the City of Monterey Park as follows:

SECTION 1: The City Council finds as follows:

- A. Article XIII B of the California Constitution requires the City to set its Appropriations Limit on an annual basis.
- B. The City's Appropriations Limit may be adjusted annually based upon inflation and population growth.
- C. The City Council may choose the method of calculating adjustments to the City's Appropriations Limit on an annual basis. For inflation, pursuant to Article XIII B, § 8(e)(2), adjustments to the Appropriations Limit may be calculated using either the percentage change in per capita personal income from the preceding year or the percentage change in the local assessment roll from the preceding year because of local nonresidential new construction. For population growth, pursuant to Government Code § 7901(b), the City may either use the percentage growth either in its jurisdiction or from the surrounding county.
- D. Based upon the California Constitution and applicable law, the City's Finance Department has presented the City Council with a proposed Appropriations Limit as adjusted by the factors identified in this Resolution.

SECTION 2: Pursuant to Article XIII B of the California Constitution, and those Government Code sections adopted pursuant to Article XIII B, § 8(f), the City Council chooses to adjust the City's Appropriations Limit by calculating inflation using the percentage change in the City's assessment roll from the preceding year because of local nonresidential new construction and calculating population growth by using the percentage change in population in Los Angeles County.

SECTION 3: As a result of the adjustments made to the City's Appropriations Limit, the City Council sets the Appropriations Limit for fiscal year 2013-2014 at \$69,134,786.

SECTION 4: The City Clerk is directed to certify the passage and adoption of this Resolution; enter same in the book of original Resolutions; and make a Minute of its adoption in the City's records and in the Minutes of the meeting when it was adopted.

SECTION 5: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED, APPROVED AND ADOPTED this 5th day of June, 2013.

Teresa Real Sebastian
Mayor
Monterey Park, California

ATTEST:

Vincent D. Chang, City Clerk
Monterey Park, California

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: _____
Karl H. Berger,
Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF MONTEREY PARK)

I, VINCENT D. CHANG, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. _____ was duly adopted and passed at a regular meeting of the Monterey Park City Council on the 5th day of June, 2013 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Dated this 5th day of June, 2013

Vincent D. Chang, City Clerk
Monterey Park, California

City of Monterey Park
Appropriations Limits
Exhibit A

I. Appropriation Limit:

FY 2012-2013 Adopted Limit		\$ 68,259,266
Growth/Change Factor:		
Change in CPI	1.0512	
Change in Population (*)	<u>1.0690</u>	<u>1.1237328</u>
City's FY 2013-2014 Appropriation Limit		\$ 76,705,176

II. Appropriations Subject to Limit:

Preliminary 2013-2014 Appropriations All Funds, excluding SA & Internal Services Funds	\$ 69,134,786
Appropriations (from) to Reserve	
General Fund	(3,116,603)
Retirement/Pension Liability	(805,798)
Gas tax	256,396
Refuse	(559,807)
Sewer	80,459
Park Facilities	100,000
Prop A	162,653
Measure R	(30,471)
Prop C	(58,584)
Asset Forfeiture	(95,338)
BID	(65,432)
AQMD	45,800
Maint District	(18,021)
Public Safety Impact	(10,430)
Public Safety Augmentation	0
Library Tax	(61,980)
Environmental Liabilities	6,100
Housing	(178,000)
Water Operation Fund	(940,597)
Water Treatment Fund	1,340,698
Grants	(277,846)
Non-Proceeds of Taxes (see Exhibit B)	<u>(33,422,554)</u>
Total City's Appropriations Subject to Limit	\$ 31,485,431

III. Amount Under Legal Limit (I)-(II). \$ 45,219,745

(*) The higher of City's population growth (0.43%) or County's (0.69%).

City of Monterey Park
Non Proceeds of Taxes
Exhibit B

FY 2013-2014 Non Proceeds of Taxes (a):

General Fund:

Court & Traffic Fines	\$ 780,000	
Leases & Rentals	394,758	
Other Permits	18,000	
Construction Permits	1,040,000	
Other Revenue	635,650	
Fee Supported Services	4,280,296	
Interest Income (24.13%)	31,369	(b) 7,180,073
Refuse Fund		6,061,000
Sewer Fund		273,000
Special Grants		1,260,702
Park Facilities Fund		100,000
Water Operation Fund		7,755,050
Water Treatment Fund		4,280,000
Gas Taxes		1,808,974
Prop A Fund		1,181,800
Measure R		590,100
Prop C Fund		792,200
Air Quality Fund		74,300
Business Improvement Fund		60,060
Maint. District Fund		981,695
Public Safety Impact Fund		110,000
Public Safety Augmentation Fund		580,000
Asset Forfeiture Fund		207,500
Environmental Liabilities Fund		126,100
Total Non Proceeds of Taxes		<u>\$ 33,422,554</u>

(a) Based on 2013-2014 Preliminary Budget

(b) Interest income is allocated based on the General Fund non proceeds of taxes in proportion to total General Fund revenue

Staff Report City of Monterey Park

DATE: June 5, 2013

TO: Honorable Mayor and Members of the City Council

FROM: Tom Cody, Director of Human Resources and Risk Management

SUBJECT: Request for the City Council to Make Appointment to the Personnel Board

There is currently a vacancy on the Personnel Board. Staff is recommending that the City Council make an appointment to fill this vacant position.

DISCUSSION:

The functions of the Personnel Board include responsibility for review of recruitment and selection procedures in the competitive services, hearing appeals of employee discipline and making recommendations regarding the Personnel System Rules & Regulations.

Pursuant to Municipal Code Section 2.28.050, this five member Board consists of one member nominated by personnel from the Fire and Police Departments, one member nominated by the Miscellaneous Employees of the City, two members from the Community at Large and one member nominated by the majority of the Personnel Board members. Specifically, Section 2.28.050 states:

2.28.050 Personnel board -- Appointment.

(a) The city council shall appoint the members of the personnel board in the following manner: One member from a list of three persons nominated by the personnel of the Monterey Park fire and police departments, one member from a list of three persons nominated by the remaining employees of the city, two members from the community at large, and one member from a list of three persons nominated by a majority of the four previously appointed members. A majority vote of the city council shall be required to appoint a member of the personnel board.

(b) Nominations as required in subsection (a) of this section shall be made to the council within thirty days following notification by the council that such nominations are required. In the event nominations are not received within the thirty-day period, the council may proceed to fill the vacancies by appointment from the community at large.

Unlike other Board, Commission and Committee appointments in which the Council Members nominate individuals, subject to majority Council approval, the Personnel Board's members are

nominated by various constituent groups as indicated above.

Personnel Board member Pauline Lemire's four year term expires June 3, 2013 and she has indicated her desire to be re-appointed to the board and has submitted her application for such appointment. Ms. Lemire represents the board seat nominated by the Miscellaneous City employees. The representatives of the three miscellaneous labor associations have been contacted regarding whether they wish to re-nominate Ms. Lemire and all have indicated their desire to have Ms. Lemire reappointed.

During the special City Council meeting on May 7, 2013 the City Council interviewed three candidates for the Personnel Board including Ms. Lemire. The City Council appointed Yoko Igawa and Herb Callahan to the Personnel Board that evening but delayed Ms. Lemire's reappointment since the city had not heard from all the miscellaneous employee associations at the time of the meeting. The City has now heard from the three miscellaneous groups and they all have put Ms. Lemire's name forward as their nominee for the council the appoint.

Attached is the current roster of the Personnel Board.

RECOMMENDATION:

Given that the City Council has had an opportunity to review Ms. Lemire application and interview her during the May 7, 2013 special City Council meeting; it is recommended that the City Council appoint Pauline Lemire to serve on the Personnel Board for a four year term.

By:



Thomas J. Cody, Director
Human Resources & Risk Management

Approved:



Paul Talbot
City Manager

PERSONNEL BOARD

Seat No. 1 Term: July 7, 2014	Greg Verbeck, Chair (Personnel Board)	704 Cipriano Place Monterey Park, CA 91754 Term: July 11 – June 14 Appointment: 7-7-10	(626) 289-6292 R (626) 590-8808 C gverbeck@earthlink.net
Seat No. 2 Term:	Yoko Igawa (Sworn)	1803 Grandridge Ave. Monterey Park, CA 91754 Term: May 13 – May 17 Appointment: 5-8-13	(323) 500-5022 yoko.j.igawa@alumni.usc.edu
Seat No. 3 Term: July 7, 2014	Hernan Lacuesta (Valerie) (Community at Large)	1856 Holly Oak Dr. Monterey Park, CA 91755 Term: July 10 – June 14 Appointment: 5-21-08	(626) 570-1058 R (626) 688-1041 C hllacuesta@sbcglobal.net
Seat No. 4 Term: June 3, 2013	Pauline Lemire, (Jerry) (Miscellaneous Employees)	1148 Crest Haven Way Monterey Park, CA 91754 Term: July 09 – June 13 Appointed 10/06/92 Re-Appointed 06/03/09	(626) 281-6514 R plemire@aol.com
Seat No. 5 Term:	Herb Callahan (Community at Large)	967 S. Isabella Ave. Monterey Park, CA 91754 Term: May 13 – May 17 Appointment: 5-8-13	(626) 673-2385 HerbCallahan@gmail.com

Staff Liaison: Tom Cody, Director of Human Resources & Risk Management Sandie Lee	320 West Newmark Ave. Monterey Park, CA 91754	(626) 307-1345 B (626) 255-4034 C tcody@montereypark.ca.gov slee@montereypark.ca.gov
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Meetings: Second Wednesday, 7:00 pm, City Hall Council Chambers. Four-year terms. Five members. Chapter 2.28.020 Monterey Park Municipal Code.

Note: When a vacancy occurs, corresponding Employee associations must be notified for recommendation to the City Council of three applicants.

S:Personnel Board/misc docs – Roster 5-2013

Note: Post special vacancies notice 20 days before expiration date or within 20 days after.

Staff Report City of Monterey Park

DATE: JUNE 5, 2013

TO: PAUL TALBOT, CITY MANAGER
FROM: ROBERT QUINTERO, INTERIM DIRECTOR OF PUBLIC WORKS/
COMMUNITY DEVELOPMENT
SUBJECT: CITY OF LOS ANGELES EWMP COMMITMENT

Staff is requesting that City Council authorize the City Manager to sign and submit a Letter of Intent to participate in the City of Los Angeles's Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program in collaboration with the Upper Los Angeles River Watershed Group.

DISCUSSION:

The new Municipal Separate Storm Sewer Systems (MS4) permit offers cities 2 paths to comply with the State Regional Board's stormwater requirements: Watershed Management Program (WMP) and Enhanced Watershed Management Program Watershed (EWMP). Essentially both alternatives are the same – to reduce or treat pollutants from those sources and to develop computer models to substantiate the strategies. However, the EWMP includes a provision to recharge the underground drinking water aquifers with stormwater runoff and extends the plan development deadline by 30 months. For both paths, cities can work together with other cities in a *watershed* group or individually.

At this time, it appears that the group EWMP is the best choice for the City; recharge projects can be located in another city or county and the City does not have a suitable location for such a project.

The City's consultant estimates the cost to be much less if shared in a group EWMP compared to the City preparing a plan if its own. The City's portion of the shared cost is estimated to be \$24,560.58 and the cost for an individual plan could be well over \$250,000. A group plan also provides the City with some legal protection from enforcement and citizen suits.

Initially the County and City of Los Angeles agreed to prepare group EWMPs for the various watershed areas: The City of Los Angeles would take the areas draining upstream of the City of Commerce, and the County would take the remaining areas. By coordinating a large scale effort, the overall cost of the EWMP could be reduced for all participants. Subsequent to that agreement, the County transferred their EWMP responsibilities to the City of Los Angeles. As a result, Monterey Park would participate

only in the City of Los Angeles's EWMP. This group is referred to as the "Upper Los Angeles River Group."

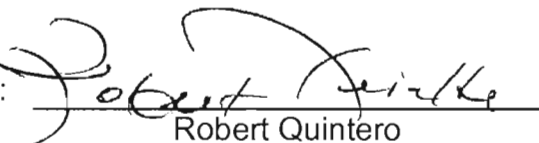
The City of Los Angeles is requesting that cities that intend to participate in the various watershed EWMPs submit a copy of the Letter of Intent no later than June 14th. A Memorandum of Understanding (MOU) that stipulates more definitive information about participation in the EWMP is currently being finalized and once complete, Staff will present to City Council for its approval.

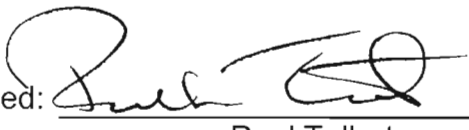
FISCAL IMPACT:

The estimated share of cost for the City to participate in the City of Los Angeles's EWMP is \$24,560.58. The first half would be due in January 2014 and the second half, in July 2014. City Staff will request appropriation of these funds when the MOU is requested for approval.

RECOMMENDATION:

Staff recommends that City Council authorize the City Manager to sign and submit the Letter of Intent to participate in the City of Los Angeles's Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program in collaboration with the Upper Los Angeles River Watershed Group.

By: 
Robert Quintero
Interim Director of Public Works/
Community Development

Approved: 
Paul Talbot
City Manager

CITY OF MONTEREY PARK

320 West Newmark Avenue • Monterey Park • California 91754-2896
www.ci.monterey-park.ca.us



City Council

Peter Chan
Mitchell Ing
Hans Liang
Teresa Real Sebastian
Anthony Wong

City Clerk

Vincent D. Chang

City Treasurer

Joseph Leon

June 5, 2013

Samuel Unger, Executive Officer
Los Angeles Regional Water Quality Control Board
320 West Fourth Street, Suite 200
Los Angeles, California 90013

Attention: Renee Purdy

**LETTER OF INTENT PLEDGING COMMITMENT IN THE DEVELOPMENT OF AN
ENHANCED WATERSHED MANAGEMENT PROGRAM AND COORDINATED
INTEGRATED MONITORING PROGRAM IN COLLABORATION WITH THE UPPER
LOS ANGELES RIVER WATERSHED GROUP**

Dear Mr. Unger;

The City of Monterey Park, with this letter, pledges to cooperate with the Upper Los Angeles River Watershed Group (Group) in developing an Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP) in accordance with the new MS4 Permit by Order No. R4-2012-0175 for submission to your Board. The Upper Los Angeles Watershed Group includes only the following agencies: The city of Los Angeles; the city of Alhambra; the city of Burbank; the city of Calabasas; the city of Glendale; the city of Hidden Hills; the city of La Canada Flintridge; the city of Monterey Park; the city of Pasadena; the city of Rosemead; the city of San Gabriel; the city of South Pasadena; the city of San Marino; the city of Temple City; the County of Los Angeles and the Los Angeles County Flood Control District.

The City of Monterey Park further agrees to cost share the development cost of both the Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP). A cost sharing formula has been agreed by all participating members of the Group as to the equitable distribution of costs.

Should you have any questions, please contact my staff, Amy Ho, at (626) 307-1383.

Sincerely,

Paul Talbot
City Manager

STAFF REPORT

City of Monterey Park

DATE: June 5, 2013

TO: PAUL TALBOT, CITY MANAGER

**FROM: ROBERT QUINTERO, INTERIM DIRECTOR OF PUBLIC WORKS /
COMMUNITY DEVELOPMENT**

**SUBJECT: TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM –
RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF COOPERATIVE AGREEMENT BETWEEN THE
COUNTY OF LOS ANGELES AND THE CITY OF MONTEREY
PARK**

DISCUSSION:

In 1988, the Los Angeles County Board of Supervisors initiated the Countywide Traffic Signal Synchronization Program (TSSP) to help improve regional mobility on congested local highways and streets. Since then, the County's Department of Public Works (County), with the technical and financial assistance of numerous cities, the State of California Department of Transportation (Caltrans), and Los Angeles County Metropolitan Transportation Authority (MTA), has been implementing innovative, low-cost operational improvements to the network of traffic signals on arterial streets throughout Los Angeles County.

The typical TSSP project involves upgrading all the traffic signal equipment along a route to keep the signals synchronized, including the replacement of old traffic signal poles, cabinets, controllers, conduits and wiring; installation of vehicle detectors in the pavement to detect the presence of vehicles; and coordinating the timing of the signals between successive intersections to facilitate the movement of vehicles through the intersections. Most recently, the County completed TSSP improvements on Garvey Avenue which involved traffic signal upgrades at 14 intersections at an estimated cost of \$850,000 using MTA Call for Projects funding. The County previously completed traffic signal upgrades on Atlantic Boulevard and Garfield Avenue in September 1995, as part of the first phase of the TSSP.

In order to formalize the roles and responsibilities of the County and City in operating and maintaining the TSSP improvements, the County has requested the approval and execution of a cooperative agreement. Each agency will continue to be responsible for maintaining the basic traffic signal timing in a manner that preserves the coordinated timing established by the TSSP. The County will be responsible for developing the coordinated signal timing and will work with the City on any

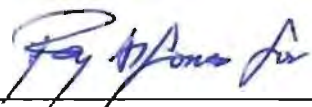
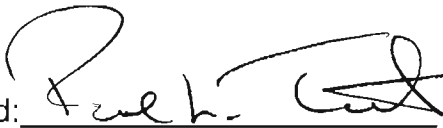
subsequent revisions to the signal timing. The County's Board of Supervisors authorized its Director of Public Works to approve the cooperative agreement on April 17, 2012.

FISCAL IMPACT:

There is no fiscal impact.

RECOMMENDATION:

It is recommended that the City Council adopt the attached resolution authorizing the City Manager to execute a Cooperative Agreement **between** the County of Los Angeles and the City of Monterey Park for the Traffic Signal Synchronization Program (TSSP).

By:  _____ Approved:  _____
Robert Quintero Paul Talbot
Interim Director of Public Works/ City Manager
Community Development

ATTACHMENTS: Resolution
Cooperative Agreement (Exhibit A),
Garvey TSSP Location Map

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM COOPERATIVE AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF MONTEREY PARK IN A FORM APPROVED BY THE CITY ATTORNEY.

The City Council for the City of Monterey Park does resolve as follows:

SECTION 1. The City Council finds as follows:

- A. The Los Angeles County Board of Supervisors initiated the Countywide Traffic Signal Synchronization Program (TSSP) to help improve mobility on congested local highways and streets;
- B. Each TSSP project is designed to increase traffic mobility and relieve existing traffic congestion by upgrading each traffic signal to Federal and State standards, providing additional vehicle detection to enable operation as a fully traffic actuated signal, and installing the appropriate components to enable each signal to be capable of time-based coordination;
- C. The traffic signal equipment along these routes will be upgraded and retimed to improve the overall progression of traffic. Additionally, this project will install any warranted and feasible roadway improvements along the routes to improve overall progression which may include: installation of parking restrictions, modification of signing and striping, and/or minor roadway widening within existing right-of-way to provide for additional lanes; and
- D. The purpose of this specific TSSP cooperative agreement is to formalize maintenance responsibilities of intersections that are part of the TSSP projects; and
- E. Upon completion of the project, each agency will continue to be responsible for maintaining the basic traffic signal timing while agreeing to keep the coordination timing in place. The County will be responsible for developing the coordination timing and will work with the City on any subsequent revisions to the timing; and
- F. The County of Los Angeles Department of Public Works has requested the City's approval and execution of the TSSP Cooperative Agreement, and the County's Board of Supervisors authorized its Director of Public Works to approve the agreement on April 17, 2012.

SECTION 2. The City Manager is authorized to execute the Traffic Signal

Synchronization Program City of Monterey Park-County Cooperative Agreement in a form approved by the City Attorney in substantially the form attached as Exhibit "A," and incorporated by reference.

SECTION 3. The City Manager, or designee, is authorized to take such reasonable actions that are needed to implement the Agreement for its intended purpose.

SECTION 4. This Resolution becomes immediately effective upon adoption.

SECTION 5. The City Clerk is directed to certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 5th day of June, 2013.

Teresa Real Sebastian,
Mayor

Approved as to form:
Mark D. Hensley, City Attorney

By: _____
Karl H. Berger, Assistant City Attorney

Attest:

Vincent D. Chang, City Clerk

State of California)
County of Los Angeles) ss.
City of Monterey Park)

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 5th day of June, 2013, by the following vote:

Ayes:

Naes:

Absent:

Abstain:

Dated this 5th day of June, 2013.

Vincent D. Chang, City Clerk

A G R E E M E N T

This AGREEMENT, made and entered into by and between the CITY OF MONTEREY PARK, a municipal corporation in the County of Los Angeles, hereinafter referred to as CITY, and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as COUNTY:

W I T N E S S E T H

WHEREAS, Atlantic Boulevard from Hellman Avenue to 1st Street, Garfield Avenue from Hellman Avenue to Pomona Boulevard, and Garvey Avenue from Casuda Canyon Drive to New Avenue hereinafter referred to as ARTERIALS, are roadways that are or will soon become a part of the County's Traffic Signal Synchronization Program (hereinafter referred to as TSSP); and

WHEREAS, CITY and COUNTY are each responsible for their jurisdictional portion of the operation and maintenance of the traffic signals and signal systems along the ARTERIALS; and

WHEREAS, CITY and COUNTY have previously cooperated in carrying out traffic signal synchronization projects including the development and implementation of BASIC and COORDINATION TRAFFIC SIGNAL TIMING on ARTERIALS; and

WHEREAS, BASIC TRAFFIC SIGNAL TIMING involves the timing parameters for the general operation of a traffic signal, which typically include, but is not limited to, defining the phases, attributes and timing values for each permitted phase, pedestrian movement, and assigning detection; and

WHEREAS, COORDINATION TRAFFIC SIGNAL TIMING involves the timing parameters that allow multiple traffic signals to be synchronized with each other, which typically include defining coordination cycle lengths, offsets and time of day operations for each traffic signal coordination plan; and

WHEREAS, COUNTY and CITY desire to memorialize their understanding regarding their relative rights, obligations, and duties with respect to the TSSP.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) COUNTY AGREES:

- a. Nothing in this AGREEMENT shall be construed as changing the role of COUNTY in operating and maintaining the traffic signals and signal systems within CITY'S jurisdiction.
- b. As a part of construction of individual TSSP projects, to develop and implement COORDINATION TRAFFIC SIGNAL TIMING along the ARTERIALS that will improve arterial traffic conditions and traffic flow thereby saving motorists time and improving air quality.
- c. To not alter BASIC or COORDINATION TRAFFIC SIGNAL TIMING at CITY traffic signals without prior approval from CITY. In the event that COUNTY alters BASIC or COORDINATION TRAFFIC SIGNAL TIMING at CITY traffic signals following prior approval by the CITY, COUNTY shall provide CITY with updated traffic signal timing sheets reflecting the changes made. If CITY believes COUNTY improperly or negligently altered BASIC or COORDINATION TRAFFIC SIGNAL TIMING at CITY traffic signals, CITY shall notify COUNTY in writing within 30 days of the completion of COUNTY'S work on the CITY traffic signals. Should CITY fail to so notify COUNTY, CITY shall be deemed to have accepted and approved the timing alterations performed by COUNTY.
- d. Subsequent to CITY'S approval in 1 (c) above, and upon receipt of a Service Request from CITY pursuant to the terms and conditions of the County/City General Service Agreement No. 76997, (or whichever General Service Agreement between the COUNTY and CITY, or equivalent agreement between the COUNTY and CITY, is in effect) to review, observe, and if necessary, recommend revisions to and/or modify BASIC and/or COORDINATION TRAFFIC SIGNAL TIMING at CITY traffic signals. If revisions are required, COUNTY will provide CITY with updated signal timing sheets to enable CITY to maintain a current copy.
- e. To file routine reports with the Los Angeles Metropolitan Transportation Authority (hereinafter referred to as LACMTA) on the efficiency of these TSSP Projects by compiling an operational status from individual cities along the ARTERIALS.

(2) CITY AGREES:

- a. Nothing in this AGREEMENT shall be construed as changing the role of CITY in operating and maintaining the traffic signals within CITY'S jurisdiction.
- b. To be solely responsible for maintaining the BASIC TRAFFIC SIGNAL TIMING for the intersections within the jurisdictional boundary of CITY.

- c. To inform COUNTY of any changes made to the BASIC TRAFFIC SIGNAL TIMING and/or COORDINATION TRAFFIC SIGNAL TIMING that may impact the coordination of CITY traffic signals.
- d. To maintain the COORDINATION TRAFFIC SIGNAL TIMING along ARTERIALS to promote coordinated traffic operations, multi-jurisdictional cooperation and improve arterial traffic conditions and to make the COUNTY aware of any changes implemented to the COORDINATION TRAFFIC SIGNAL TIMING that may impact the coordination of the traffic signals along the ARTERIALS.
- e. If CITY believes COUNTY improperly or negligently revised CITY traffic signal pursuant to section 1(c) hereinabove, CITY shall notify COUNTY in writing within 30 days of the completion of COUNTY'S work on the CITY traffic signals. Should CITY fail to so notify COUNTY, CITY shall be deemed to have accepted and approved the timing revisions performed by COUNTY.
- f. To inform the COUNTY of new traffic signal installations and any traffic signal modifications which would affect the COORDINATION TRAFFIC SIGNAL TIMING.
- g. To accept full and complete ownership of, responsibility for, and to maintain in good condition and at CITY expense all improvements constructed through individual TSSP Projects within CITY'S JURISDICTION, including the BASIC and COORDINATION TRAFFIC SIGNAL TIMING on ARTERIALS that supports coordination timing and optimum synchronization of traffic signals on ARTERIALS.
- h. If CITY desires COUNTY to observe, recommend revisions to, and/or modify the traffic signal timing at CITY TRAFFIC SIGNALS, to submit to COUNTY a Service Request pursuant to the terms and conditions of the County/City General Service Agreement No. 76997 (or whichever General Service Agreement between the COUNTY and CITY, or equivalent agreement between the COUNTY and CITY, is in effect).
- i. To ensure the traffic signal timing sheets located in the cabinet for CITY traffic signals at each intersection contain the most recently installed version of the BASIC and COORDINATION TRAFFIC SIGNAL TIMING and accurately reflect all changes made to CITY traffic signals.
- j. To cooperate with COUNTY and provide requested information in a reasonable and timely fashion in connection with COUNTY'S preparation of an annual report for the LACMTA as referred to in Paragraph (1) e. above.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. This AGREEMENT does not constitute any financial commitment between the CITY and COUNTY.
- b. Nothing in this AGREEMENT shall be construed as changing the role of CITY in operating and maintaining CITY traffic signals.
- c. The term of this AGREEMENT shall commence on the date it is approved by the Board of Supervisors and shall continue until any party terminates it upon thirty (30) days prior written notice.
- d. Any additions, deletions or modifications to this AGREEMENT shall be approved by the governing bodies of CITY and COUNTY, or their designees.
- e. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Robert Quintero
Interim Director of Public Works
City of Monterey Park
320 West Newmark Avenue
Monterey Park, CA 91754

COUNTY: Mr. Dean R. Lehman
Assistant Deputy Director
Traffic and Lighting Division
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- f. COUNTY and CITY acknowledge and recognize that the improvements contemplated by this AGREEMENT provide significant regional and local benefits with respect to reducing traffic congestion. COUNTY and CITY further acknowledge and recognize that the cost of defending claims and lawsuit arising from the improvements contemplated by this AGREEMENT is paid for by public monies and both parties share an interest in reducing the amount of public monies spent on defending claims and lawsuits where possible without prejudicing their respective defenses.
- g. In the event that a claim or lawsuit is brought against COUNTY and CITY based on the allegation that the design, construction, maintenance, or operation of the improvements constructed under this AGREEMENT proximately caused injuries or damage, COUNTY and CITY agree to cooperate as much as possible with respect to defending the claim or

lawsuit without causing prejudice to their respective defenses to the claim or lawsuit. Upon receipt of the claim or lawsuit, the COUNTY and CITY, through their respective agents if appropriate, shall promptly investigate the matter. COUNTY and CITY shall then meet and confer promptly regarding whether a joint defense is appropriate or if one party should tender its defense and indemnification to the other party.

- h. In the event that COUNTY and CITY cannot agree regarding a joint defense or a tender of defense and indemnification, COUNTY and CITY agree to meet and confer promptly with respect to (1) entering into a tolling agreement with respect to any claims they may have against each other, and (2) submitting to mediation regarding any claims they may have against each other, which mediation will take place before a third party neutral selected by a fair process. COUNTY and CITY agree to meet and confer as set forth in the preceding sentence prior to presenting claims or filing cross-complaints for indemnity against each other. COUNTY and CITY agree to toll all applicable statutes of limitations for a reasonable period of time if necessary for COUNTY and CITY to meet and confer prior to the time to present a claim or file a cross-complaint for indemnity.
- i. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- j. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, section 810.8) occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

- [illegible]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF MONTEREY PARK on_____, 2013, and by the COUNTY OF LOS ANGELES on _____, 2013.

GAIL FARBER
DIRECTOR OF PUBLIC WORKS
COUNTY OF LOS ANGELES

By_____

Deputy Director

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By_____

Deputy

CITY OF MONTEREY PARK

By_____

City Manager

ATTEST:

By_____

City Clerk

By_____

City Attorney

Staff Report City of Monterey Park

June 5, 2013

To : Paul Talbot, City Manager

From: Annie Yaung, CPFO, Controller

Re : Public Hearing - Renewal of Citywide Benefit Assessment District for Street Lighting and Landscaping Costs

Background

The City has started the process to renew its benefit assessment district for the 2013-14 fiscal year. At the April 3rd meeting, the City Council approved the engineer's report; adopted the Resolution of Intention; and scheduled June 5th for the public hearing. The district renewal will be completed following the City Council's decision at the end of the public hearing.

Discussion

In 1993, the California State budget was severely impacted by the recession. To balance its budget, State legislature implemented a property tax transfer from local governments to schools to reduce the State's funding for education. This transfer is known as the Education Revenue Augmentation Fund (ERAF) transfer. The Monterey Park's revenue loss was \$1.2 million for 1993. After considering various budget balancing options, the City established a citywide benefit assessment district to finance the operation and maintenance costs of street lighting and landscaping. Funds freed up by the assessment revenue allowed the City to continue essential services including police, fire, library, and recreation. For local governments, the ERAF transfer is a permanent and annual revenue loss.

The City's assessment district was formed under the 1972 Lighting and Landscaping Act (Streets and Highways Code 22500). The law requires the City to renew the assessment district each year to continue the collection of assessments. Revenue generated by the City's assessment district is approximately \$982,000 a year. The City has renewed the benefit assessment district every year for the past 20 years.

At the April 3rd meeting, the City Council adopted Resolution No. 11562 (Resolution of Intention) scheduling June 5th for the public hearing. The proposed assessment for 2013-14 for a single-family is \$40.97, no increase from 2012-13. Proposition 218, approved by the voters in 1996, requires new and increased assessment be approved by the majority of the property owners. Over 20 years, the only rate increase was done in 1996 from \$39.97 to \$40.97 for a single family property owner. After 1996, rates have never been adjusted and the City continues using General Fund to supplement significant shortfalls due to increased operating costs.

The cost for the operation and maintenance of the City's landscaping and lighting is approximately \$1.3 million. The benefit assessment district will fund \$982,000 of the cost and the City's General Fund will fund the remaining \$319,000.

The Resolution of Intention, which includes the public hearing date and protest procedures, has been published in the Monterey Park Progress. To date, there is no majority protest received against the proposed assessment district renewal for 2013-14.

Fiscal Impact

The proposed 2013-14 assessment rates are the same as the 2012-13 rates. The benefit assessment district will raise approximately \$982,000 for 2013-14. If the assessment district is not renewed, the City must reduce expenditures and/or seek new revenues to balance the budget.

Recommendation

It is recommended that the City Council:

1. Adopt Resolution No. _____ authorizing the Levy and Collection of Assessments for FY 2013-14.
2. take such additional, related, action that may be desirable.

By: _____

Annie Young, CPFO
Controller

Approved: _____

Paul Talbot
City Manager

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE LEVY AND COLLECTION
OF ASSESSMENTS FOR FISCAL YEAR 2013-14 IN CITYWIDE
MAINTENANCE DISTRICT NO. 93-1 PURSUANT TO STREETS
AND HIGHWAYS CODE § 22587.**

The City Council for the City of Monterey Park does resolve as follows:

SECTION 1: The City Council finds as follows:

- A. The City Council seeks to levy assessments for Fiscal Year 2013-14 pursuant to Streets and Highways Code §§ 22500, *et seq.* for Citywide Maintenance District No. 93-1 ("District"); and
- B. The District is exempt from the procedures and approval process of California Constitution art. XIID, § 4 pursuant to California Constitution, art. XIID, § 5(a).
- C. An Engineer's Report ("Report") was prepared pursuant to Streets and Highways Code § 22566 for Fiscal Year 2013-2014. While the Report is too voluminous to be reprinted with this Resolution, it is available for public inspection with the City Clerk and incorporated by this reference as if fully set forth.
- D. Following a public hearing, the City Council did not receive a majority protest from the property owners affected by the proposed assessment before the close of the public hearing on June 5, 2013.

SECTION 2: In accordance with the applicable sections of Streets and Highways Code §§ 22500, *et seq.*, the City Council adopts an annual assessment of \$40.97 for each Equivalent Dwelling Unit (EDU) within the District during Fiscal Year 2013-14. The assessments levied and collected must be used for maintaining certain landscaping and street lighting improvements, as set forth in the Report

SECTION 3: All monies collected for such assessments must be deposited in a special fund known as "Special Fund City of Monterey Park Citywide Maintenance District No. 93-1." Payment may be made out of said fund only for the purpose provided for in this Resolution.

SECTION 4: The City Manager, or designee, is directed to take such actions that are needed to place this assessment on the property tax rolls including, without limitation, forwarding this Resolution to the Los Angeles County Assessor's Office.

SECTION 5: Any public property included within boundaries of the District are exempt from assessment.

SECTION 6: The City Clerk is hereby authorized and directed to publish this Resolution pursuant to Government Code § 6061 and Streets and Highways Code § 22554.

SECTION 7: This Resolution takes effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 5th of June 2013.

Teresa Real Sebastian
Mayor
Monterey Park, California

ATTEST:

Vincent D. Chang, City Clerk
Monterey Park, California

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By:

Karl H. Berger,
Assistant City Attorney

Page 3 of 3

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) **SS**
CITY OF MONTEREY PARK)

I, VINCENT D. CHANG, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. _____ was duly adopted by the City Council of the City of Monterey Park at a Regular Meeting held on the 5th of June 2013, by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

Dated this 5th day of June 2013.

Vincent D. Chang, City Clerk
Monterey Park, California

Staff Report City of Monterey Park

Public Hearing
Agenda Item 11

June 5, 2013

To: Paul Talbot, City Manager
From: Tim Shay, Support Services Manager
Re: Comprehensive Master Fee Study – Approval of Final Report

Background/Discussion

In 1989 the City Council adopted Resolution No. 9322 which established a Master Schedule of Fees and Charges. This list of fees is used for by the City to recover the cost for activities and services provided. As identified in the Strategic Plan, one of the major goals identified was to have a comprehensive study performed on the City's list of fees. The purpose of this study is to ensure that the fees currently in place are fair and reasonable and effectively recover the cost for the services provided.

The City Council previously approved a contract with Willdan Financial Services to perform a comprehensive master fee study for the City. Pursuant to its contract, Willdan met with City Staff to discuss the process to develop accurate costs incurred by each department charging fees for services. Following this meeting, each department thoroughly evaluated each fee to develop the new recommended fee list.

The total cost for each fee included in this study is based on the full cost of providing the services, including direct salaries of the staff involved, the benefits of those individuals, direct departmental costs, as well as indirect costs from central service support. The study yielded the full cost recovery fee for each service provided. The final recommended fees do not necessarily recover 100% of the cost, and some identify a certain amount of subsidy outlined in the fee model.

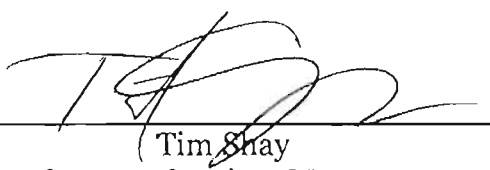
Fiscal Impact

The study results provide a solid understanding of each fee amount and ensures compliance with State law and enhances fairness and equity. The City has not adjusted its fees and charges to reflect reasonable cost recovery for over four years. The proposed fee adjustments would generate approximately \$90,738 for the City based on a full-year implementation. Staff would reflect adjustments to the budget revenues in the final 2013-2014 budget.

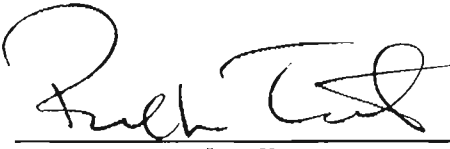
Recommendation

It is recommended that the City Council:

1. Open a public hearing, take evidence, and adopt Resolution No. _____ revising the City's the master fee schedule.
2. Take such additional, related, action that may be desirable.

By: 
Tim Shay
Support Services Manager

By: 
Annie Young, CPFO
Financial Services Manager

Approved: 
Paul Talbot
City Manager

RESOLUTION NO. _____

**A RESOLUTION ADOPTING A NEW FEE SCHEDULE FOR
RECOVERING COSTS INCURRED FROM PROVIDING
VARIOUS PUBLIC SERVICES.**

BE IT RESOLVED by the Council of the City of Monterey Park as follows:

SECTION 1: The City Council finds as follows:

- A. The City Council may establish fees for services under various provisions of California law including, without limitation, Business & Professions Code § 16000; Government Code §§ 36936.1, 43000, 54344, 65104, 65456, 65874, 65909.5, 65943, 66013, 66014, 66451.2; and Health & Safety Code §§ 510, 17951, 17980.1, 19852.
- B. Pursuant to Government Code § 66016, the City made data available regarding the cost, or estimated cost, of providing services for various fees ten (10) days before the public hearing held on June 5, 2013
- C. On June 5, 2013, the City Council heard public testimony and considered evidence in a public hearing held and noticed in accordance with Government Code § 66016.
- D. At the recommendation of the City's Departments and the City Manager, the City Council believes that it is in the public interest to establish the recommended fees to recover the costs of public services.

SECTION 2: The Fees, attached as Exhibit "A" and incorporated into this Resolution as if fully set forth, are approved and adopted.

SECTION 3: Unless otherwise revised, the fees established by this Resolution will be automatically adjusted on an annual basis at the beginning of each fiscal year based on the average percentage change over the previous calendar year to the City's costs for administering the services set forth in Exhibit "A." The first fee adjustment cannot be made before a minimum of ten (10) months after the effective date of this Resolution.

SECTION 4: This Resolution is exempt from review under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, *et seq.*; "CEQA") and CEQA regulations (Cal. Code Regs. tit. 14, §§ 15000, *et seq.*) because it establishes, modifies, structures, restructures, and approves rates and charges for meeting operating expenses; purchasing supplies, equipment, and materials; meeting financial requirements; and obtaining funds for capital projects needed to maintain service within existing service

areas. This Resolution, therefore, is categorically exempt from further CEQA review under Cal. Code Regs. tit. 14, § 15273.

SECTION 5: Pursuant to Government Code § 66017, all fees related to the Planning and Building Safety Department set forth in this Resolution will become effective sixty (60) days after adoption and will remain effective unless repealed or superseded.

SECTION 6: For all other fees, this Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 7: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

PASSED AND ADOPTED this _____ day of June, 2013.

Teresa Real Sebastian,
Mayor

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF MONTEREY PARK)

I, Vincent Chang, City Clerk of the City of Monterey Park, California, certify that the whole number of members of the City Council of the City is five; that the foregoing Resolution No. _____ was duly passed and adopted by said City Council, approved and signed by the Mayor of said City, and attested to by the City Clerk of said City, all at a regular meeting of said Council held on the ____ day of June 2013, and the same was so passed and adopted by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Vincent Chang,
City Clerk

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By: _____
Karl H. Berger
Assistant City Attorney

(Exhibit A)
City of Monterey Park
Comprehensive User Fee Study Fiscal Impacts for 2013-2014

Department	Increase / (Decrease)
Police	\$ -
Fire	(250)
Community Development	49,540
Public Works	20,548
Library	500
Recreation & Community Services	20,400
Total Increases	\$ 90,738

City of Monterey Park

Comprehensive User Fee Study Report

May 10, 2013



Corporate Office:

27368 Via Industria
Suite 110
Temecula, CA 92590
Tel: (951) 587-3500
Tel: (800) 755-6864
Fax: (951) 587-3510

Office Locations:

Anaheim, CA
Oakland, CA
Sacramento, CA

New York, NY
Orlando, FL

www.willdan.com

February 14, 2013

Tim Shay
City of Monterey Park
Support Services Manager

Dear Mr. Shay,

Willdan Financial Services (Willdan) is pleased to present this report on the Comprehensive User Fee Study conducted for the City of Monterey Park (City).

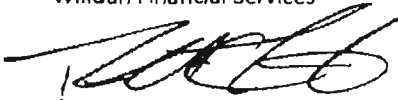
This report was undertaken to assist the City in determining the costs of providing important services to its local community in order to help continue its operations at the level of service that the community has come to expect. The focus of this study is to ensure that the City has sufficient revenues to meet their service obligations and that user fees are set proportionate to the costs of providing the services. Our report outlines the approach, findings, and conclusions of this study.

This report has been prepared using generally accepted fee setting techniques. The City's Budget, Salary Schedule, Cost Allocation Plan, and Departmental Costs were the primary sources for the data contained within this report. Willdan worked closely with City staff over the course of this project. The conclusions contained within this report provide the City with a set of recommendations to provide stable funding for continued City services, based on a cost of service analysis that will result in fair and equitable user fees to the City's end users.

Thank you, It was a pleasure working with you; and thank you to each City Department for the support and cooperation extended throughout the study.

Sincerely,

Willdan Financial Services

A handwritten signature in black ink, appearing to read "Chris Fisher", with a stylized, flowing script.

Chris Fisher
Group Manager

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EXECUTIVE SUMMARY

The City of Monterey Park engaged Willdan to determine the full costs incurred by the City in support of various activities for which the City charges user fees. Due to the complexity and the breadth of performing a comprehensive review of fees, Willdan employed a variety of fee methodologies to identify the full costs of individual fee and program activities. This report and the appendices herein identifies 100% full cost recovery for City services and the recommended level of recovery as determined through discussion with departmental staff.

The reality of the local government fee environment is that significant increases to achieve 100% cost recovery are often not feasible, desirable, or appropriate—particularly in a single year. In recognition of this situation, the recommended fees identified herein are either at or slightly less than full cost recovery.

STUDY OBJECTIVE

As the City of Monterey Park seeks to manage resources efficiently and respond to increased service demands, it needs a variety of tools to provide assurance that it has the best information and the best resources to make sound decisions, fairly and legitimately set fees, maintain compliance with state law and local policies, and meet the needs of the City administration and its constituency. Given the limitations on raising revenue in local government, the City recognizes that a User Fee Study is the most cost-effective way to understand the total cost of services and identify potential fee adjustments. Essentially, a User Fee is a payment for a requested service provided by a local government that primarily benefits an individual or group.

The total cost of each service included in this analysis is based on the full cost of providing city services, including direct salaries and benefits of City staff, direct departmental costs, and indirect costs from central service support. This study determines the full cost recovery fee for the City to provide each service; however, each fee is set at the City's discretion, up to 100% of the total cost as specified in this report.

The principle goal of the study was to help the City determine the full cost of the services that are provided. In addition, Willdan established a series of additional objectives including:

- Developing a rational basis for setting fees
- Identifying subsidy amount, if applicable, of each fee in the model
- Enhancing fairness and equity
- Ensuring compliance with State law
- Developing an updatable and comprehensive list of fees

The study results can help the City better understand its true costs and the basis for making informed policy decisions regarding the most appropriate fees, if any, to collect from individuals and organizations that require individualized services from the City.

SCOPE OF THE STUDY

The scope of this study encompasses a review and calculation of the user fees charged by the following Monterey Park departments and divisions:

- Fire
- Police
- City Clerk
- Library
- Recreation and Community Services
- Community Development
- Public Works

The study involved the identification of existing and potential new fees, fee schedule restructuring (particularly for the Building Division), data collection and analysis, orientation and consultation, quality control, communication and presentations, and calculation of individual service costs (fees) or program cost recovery performance.

AIM OF THE REPORT

The User Fee Study focused on the cost of City services, as City staff currently provides them, at existing, known, or reasonably anticipated service and staff levels. This report provides as a summary of the study results, as well as a general description of the approach and methods Willdan and City staff used to determine the updated recommended fee schedule. Conversely, the report is not intended to document all of the numerous discussions throughout the process, nor is it intended to provide influential dissertation on the qualities of the utilized tools, techniques, or other approaches.

USER FEE BACKGROUND

BACKGROUND

As part of a general cost recovery strategy, local governments have adopted user fees to fund programs and services that provide limited or no direct benefit to the community as a whole. As City's struggle to maintain levels of service and variability of demand, cities have become increasingly aware of subsidies provided by the General Fund and have implemented cost-recovery targets. To the extent that governments use general tax monies to provide individuals with private benefits, and not require them to pay the full cost of the service (and, therefore, receive a subsidy), the government is limiting funds that may be available to provide other community-wide benefits. In effect, the government is using community funds to pay for private benefit. Unlike most revenue sources, cities have more control over the level of user fees they charge to recover costs, or the subsidies they can institute.

ADDITIONAL POLICY CONSIDERATIONS

It is becoming a growing trend for municipalities to update their fee schedules to reflect the actual costs of certain public services that primarily benefit users. Fees are imposed because they recover costs associated with the provision of specific services benefiting the user, thereby reducing the use of General Fund monies for such purposes.

In addition to collecting direct cost of labor and materials associated with processing and administering user services, it is common for local governments recover support costs. Support costs are those costs relating to a local government's central service departments that are properly allocable to the local government's operating departments. Central services support cost allocations were derived from the City's Cost Allocation Plan.

As labor effort and costs associated with the provision of services fluctuate over time, a significant element in the development of any fee schedule is that it be adopted with the flexibility to remain current. Consequently, it is recommended that the City include the inflation factors of Marshall & Swift and the MOU in the resolution adopting the fee schedule that allows the City Council, by resolution, to annually increase or decrease the fees. It is also recommended that the City perform this internal review annually with a comprehensive review of services and fees performed every three to five years, which would include adding or removing fees for any new or eliminated programs/services.

PROJECT APPROACH AND METHODOLOGY

CONCEPTUAL APPROACH

The basic concept of a User Fee Study is to determine the “reasonable cost” of each service provided by the City for which it charges a user fee. The full cost of providing a service may not necessarily become the City’s fee, but it serves as the objective basis as to the maximum amount that can be collected, from which the City leaders can make informed decisions regarding the final fee level. One of the critical methods used to ensure full cost recovery rates was to establish annual productive (or “billable”) hours for staff. This study reduced the full-time annual hours (2,080) by the non-billable hours, such as holiday, vacation, sick leave. By using only the true number of productive hours per employee, the study ensures that allowable costs are recovered during the actual hours of operation of the City.

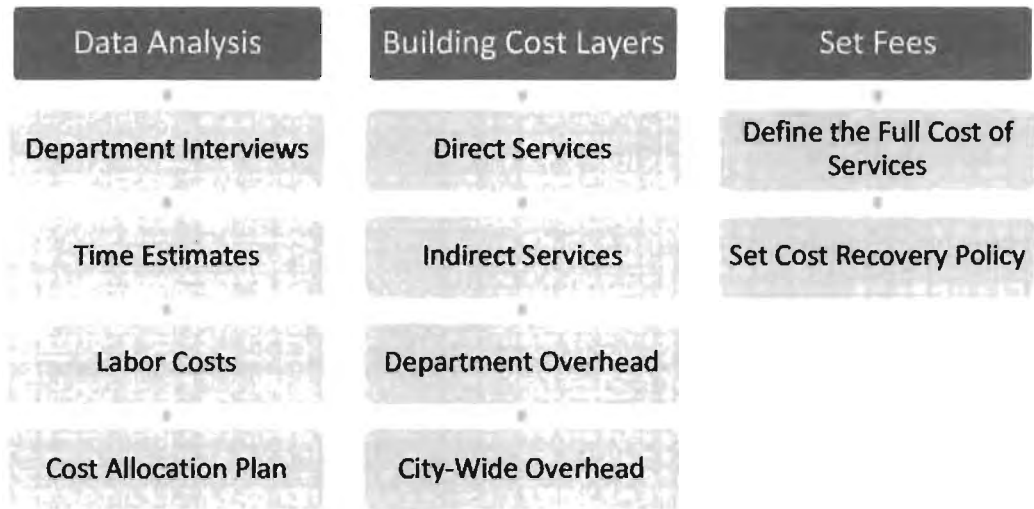
The standard fee limitation established in California law for property-related (non-discretionary) fees is the “estimated, reasonable cost” principle. In order to maintain compliance with the letter and spirit of this standard, every component of the fee study process included a related review. The use of budget figures, time estimates, and improvement valuation clearly indicates reliance upon estimates for some data. The cost figures used as the basis for the study were from the City of Monterey Park’s FY 2012/13 Adopted Budget.

FULLY BURDENED HOURLY RATES

The total cost of each service included in this analysis is based on the Fully Burdened Hourly Rates (FBHRs) that were determined for City personnel directly involved in providing services. The FBHRs include, not only personnel salary and benefits, but also departmental overhead costs (operation costs and administration personnel costs) and central services overhead costs. The FBHRs are then multiplied by the average estimated number of hours, or portion thereof, by position, needed to complete each service. The result is the total cost to the City for rendering a service. The total cost is also referred to as the full cost recovery fee.

SUMMARY STEPS OF THE STUDY

The methodology to evaluate most User Fee levels is straightforward and simple in concept. The following list provides a summary of the study process steps:



ALLOWABLE COSTS

This report identifies three types of costs that, when combined, constitute the fully burdened cost of a service (Appendix A). Costs are defined as direct labor, including salary and benefits, departmental overhead costs, and the city's central services overhead, where departmental and central service overhead costs constitute support costs. These cost types are defined as follows:

- **Direct Labor:** The costs related to staff salaries for time spent directly on fee-related services.
- **Departmental Overhead:** A proportional allocation of departmental overhead costs, including operation costs such as supplies and materials that are necessary for the department to function.
- **Central Services Overhead:** These costs, detailed in the city's Cost Allocation Plan, represent services provided by those Central Services Departments whose primary function is to support other City departments.



METHODOLOGY

The three methods of analysis for calculating fees used in this report are the:

Case Study Method: This approach estimates the actual labor and material costs associated with providing a unit of service to a single user. This analysis is suitable when City staff time requirements vary dramatically for a service, or for special projects where the time and cost requirements are not easy to identify at the project's outset. Further, the method is effective in instances when a staff member from one department assists on an application, service or permit for another department on an as-needed basis. Costs are estimated based upon interviews with City staff regarding the time typically spent on tasks, a review of available records, and a time and materials analysis.

Programmatic Approach: The standard Case Study approach relies upon the detailed analysis of specific time estimates, salaries and benefits, expenditures, and overhead costs. In many instances, the underlying data are not available or vary widely, leaving a standard unit cost build-up approach impractical. In addition, market factors and policy concerns (as opposed to actual costs) tend to influence fee levels more than other types of services. With these general constraints, and in order to maximize the utility of this analysis, Willdan Financial employed a different methodology where appropriate.

QUALITY CONTROL / QUALITY ASSURANCE

All study components are interrelated, thus flawed data at any step in the process will cause the ultimate results to be inconsistent and unsound. The elements of our Quality Control process for User Fee calculations include:

- Involvement of knowledgeable City staff
- Clear instructions and guidance to City staff
- Reasonableness tests and validation
- Normalcy/expectation ranges
- Confirmation of staff hours
- FTE balancing
- Internal and external reviews
- Cross-checking

CITY STAFF CONTRIBUTIONS

As part of the study process, Willdan received tremendous support and cooperation from City staff, who contributed and reviewed a variety of components to the study, including:

- Budget and other cost data
- Staffing structures
- Fee and service structures, organization, and descriptions
- Direct and indirect work hours (billable/non-billable)
- Time estimates to complete work tasks
- Frequency and current fee levels
- Review of draft results and other documentation

A User Fee Study requires significant involvement of the managers and line staff from the departments—on top of their existing workloads and competing priorities. The contributions from City staff were critical to this study. We would like to express our appreciation to the individuals involved for their assistance, professionalism, positive attitudes, helpful suggestions, responsiveness, and overall cooperation.

COST RECOVERY

The cost recovery models, by department/division fee type, are presented in detail in [Appendix B](#). Full cost recovery is determined by the estimated amount of time each position (in increments of minutes or hours) spends to render a service, then summing the total cost to determine the full cost. The estimated time of how long it takes City staff to render each service is determined by Willdan and City staff through a time and materials survey conducted for each department/division fee type included in the study. The resulting cost recovery amount represents the total cost of providing each service. The City's current fee being charged for each service, if applicable, is provided in this section, as well, for reference.

It is important to note that the time and materials survey used to determine the amount of time each employee spends assisting in the provision of the services listed on the fee schedule is essential in identifying the total cost of providing each service. Specifically, in providing services, a number of employees are often involved in various aspects of the process, spending anywhere from a few minutes to several hours on the service.

The principle goal of this study was to identify the cost of City services, in order to provide information to help the City make informed decisions regarding the actual fee levels and charges. The responsibility to determine the final fee levels is a complicated task. City staff must consider many issues in formulating recommendations, and the City Council must consider those same issues and more in making the final decisions.

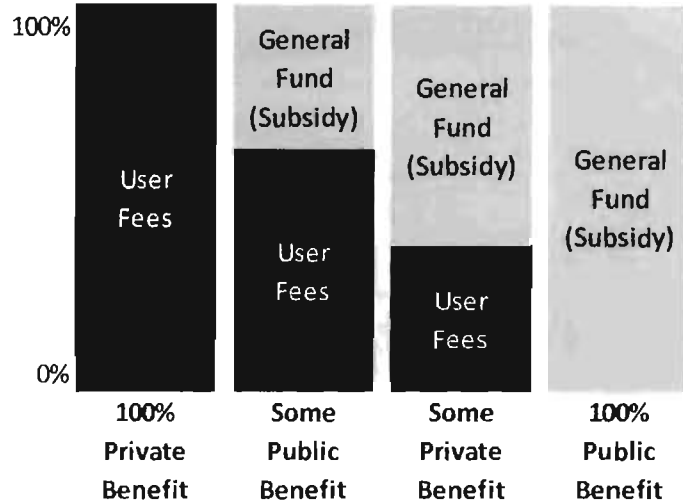
City staff assumes the responsibility to develop specific fee level recommendations to present to the City Council. Unfortunately, there are no hard and fast rules to guide the City, since many of the considerations are based on the unique characteristics of the City of Monterey Park and administrative and political discretion. However, in setting the level of full cost recovery for each fee, one should consider whether the service solely benefits one end user or the general community.

SUBSIDIZATION

Recalling the definition of a user fee helps guide decisions regarding subsidization. The general standard is that individuals (or groups) whom receive a wholly private benefit should pay 100% of the full cost of the services. In contrast, services that are simply public benefit should be funded entirely by the general fund's tax dollars. Unfortunately, for the decision makers, a large number of services fall into the range between these two extremes (i.e., some planning and recreation services). The graphic on the following page illustrates the potential decision basis:

Further complicating the decision, opponents of fees often assert that the activities subject to the fees provide economic, cultural, "quality of life," or other community benefits that exceed the costs to the City. It is recommended the City consider such factors during its deliberations regarding appropriate fee levels.

Of course, subsidization can be an effective public policy tool, since it can be used to reduce fees to encourage certain activities (such as sports programs and educational classes) or allow some people to be able to afford to receive services they otherwise could not at the full cost. In addition, subsidies can be an appropriate and justifiable action, such as to allow citizens to rightfully access services, (such as appeals of discretionary actions) without burdensome costs.



Despite the intent, it is important for the City and public to understand that subsidies must be covered by another revenue source, such as the General Fund. Therefore, the general taxpayer will potentially help to fund private benefits, and/or other City services will not receive funds that are otherwise directed to cover subsidies.

IMPACT ON DEMAND (ELASTICITY)

Economic principles of elasticity suggest that increased costs for services (higher fees) will eventually curtail the demand for the services; whereas lower fees may spark an incentive to utilize the services and encourage certain actions. Either of these conditions may be a desirable effect to the City. However, the level of the fees that would cause demand changes is largely unknown. The Cost of Service Study did not attempt to evaluate the economic or behavioral impacts of higher fees; nevertheless, the City should consider the potential impacts of these issues when deciding on fee levels.

SUMMARY

If the City's overriding goal of this study were to maximize revenues from user fees, Willdan would recommend setting user fees at 100% of the full cost identified in this study. However, we understand that revenue enhancement is not the only goal of a cost of service study, and sometimes full-cost recovery is not needed, desired, or appropriate. Other City and departmental goals, City Council priorities, policy initiatives, past experience, implementation issues, and other internal and external factors may influence staff recommendations and City Council decisions. In this case, the proper identification of additional services (new or existing services) and creation of a consistent and comprehensive fee schedule was the primary objective of this study. City staff has reviewed the full costs and identified the "recommended fee levels" for consideration by City Council. The appendices exhibit these unit fees individually.

RECREATION AND COMMUNITY SERVICES

The Recreation and Parks Department is responsible for the development, implementation, coordination and delivery of recreational and leisure time activities. The programs are to promote the well being and enjoyment of life for the City's residents through the fulfillment of their recreational, cultural, social and educational needs; and for the development and maintenance of public parks, facilities, landscaped areas, street medians and trees.

In addition to the recreational activities the department operates the City's Dial-A-Ride service, Volunteer Programs, Cable TV (MPK-TV), and coordinates the monthly publication of CASCADES.

ANALYSIS

Willdan individually reviewed all services and programs associated with Recreation and Community Services. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of Recreation and Community Service activities and programs relied upon the standard unit cost build-up approach, whereby we calculated the cost of each unit of service using staff time to recover the direct cost of staff and pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated cost against the current fee amount to determine, if charged, whether the fee would recover the costs associated with the requested service.

COMMUNITY DEVELOPMENT

The Community Development Department has, as its mission, to maintain the City's physical environment through the effective and efficient use of the City's legislative mandates (i.e. maintaining the General Plan, zoning, building, and property maintenance codes), which provide a solid foundation for an excellent quality of life for the residents of Monterey Park. This Department is also responsible for providing services that promote the community's short and long term development interests in maintaining Monterey Park's traditionally high standards of development in residential, commercial, and industrial areas, as well as providing staff assistance to the Planning Commission, Design Review Board, Modification Committee, and City Council.

ANALYSIS

Willdan individually reviewed all services and programs conducted by Community Development. The review also consisted of an evaluation of existing services in an effort to update the fee schedule. .

The analysis of Community Development activities relied upon the standard unit cost build-up approach, whereby we calculated the cost of each unit of service using staff time to recover the direct cost of staff and pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated cost against the current fee amount to determine, if charged, whether the fee would recover the costs associated with the requested service.

POLICE

The Monterey Park Police Department is a diverse work force reflecting the demographics of our community. This allows us to recognize and address various issues that exist in our many different neighborhoods. Through our staff, of whom many are bilingual, our open communications network with our community is achieved in a variety of forms, including programs such as Neighborhood Watch, Business Watch, Citizen Patrol, Police Reserves, and Explorers.

ANALYSIS

Willdan individually reviewed all services and programs conducted by Police. The review also consisted of an evaluation of existing services in an effort to update the fee schedule. .

The analysis of Police activities relied upon the standard unit cost build-up approach, whereby we calculated the cost of each unit of service using staff time to recover the direct cost of staff and pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated cost against the current fee amount to determine, if charged, whether the fee would recover the costs associated with the requested service.

PUBLIC WORKS

Generally, The Public Works Department is responsible for providing and maintaining the City's infrastructure in a manner that ensures the health, safety, and welfare of the City's residents and visitors.

This includes the planning, design, construction, maintenance and operations of public land, including parks, roadways, sidewalks, sewers and storm drains; public buildings and structures; water production, storage and delivery facilities; and the repair and maintenance of City vehicles and equipment.

The Public Works Department is made up of four divisions: Engineering, Sewer Utility, Storm Drain Utility, and Maintenance Services.

ANALYSIS

Willdan individually reviewed all services and programs conducted by Public Works. The review also consisted of an evaluation of existing services in an effort to update the fee schedule. .

The analysis of Public Works activities relied upon the standard unit cost build-up approach, whereby we calculated the cost of each unit of service using staff time to recover the direct cost of staff and pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated cost against the current fee amount to determine, if charged, whether the fee would recover the costs associated with the requested service.

FIRE

The Fire Department is entrusted with the responsibility of providing this community, its citizens and guests, with the highest level of standard care and emergency response in support of our organizational mission, the reservation of life, property, and the environment. Typical of most other Southern California cities, Monterey Park is subjected to naturally occurring events, such as earthquakes, brush fires, flooding, and mud slides. The City is charged with the task of managing numerous human-caused hazards as well, including building fires, environmental hazardous conditions, multi-casualty medical events and numerous other catastrophic occurrences. Three of the most heavily traveled interstates and state highways border this city. This proximity results in numerous transportation accidents, which require specialized mitigation equipment. This proximity results in numerous transportation accidents, which require specialized mitigation equipment, the treatment and transportation of the injured patients to the community hospitals, and the probability of a transportation vehicle incident with a resulting release of hazardous materials. These and other complex incidents are a major concern to the Fire Department and the community.

ANALYSIS

Willdan individually reviewed all services and programs conducted by the Fire Department. The review also consisted of an evaluation of existing services in an effort to update the fee schedule. .

The analysis of the Fire Department activities relied upon the standard unit cost build-up approach, whereby we calculated the cost of each unit of service using staff time to recover the direct cost of staff and pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated cost against the current fee amount to determine, if charged, whether the fee would recover the costs associated with the requested service.

CITY CLERK

The City Clerk is an elected position whose office is responsible to the electorate for keeping a complete and accurate record of City Council proceedings, maintaining official city records, supplying public information and conducting municipal elections according to the stipulations of State and Federal laws.

ANALYSIS

Willdan individually reviewed all services and programs conducted by the City Clerk. The review also consisted of an evaluation of existing services in an effort to update the fee schedule. .

The analysis of the City Clerk activities relied upon the standard unit cost build-up approach, whereby we calculated the cost of each unit of service using staff time to recover the direct cost of staff and pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated cost against the current fee amount to determine, if charged, whether the fee would recover the costs associated with the requested service.

LIBRARY

The library serves the residents, city employees and business community of the City of Monterey Park by acquiring, organizing and maintaining a diversified collection of books and non-print materials; encouraging and promoting independent lifelong learning; providing reference assistance to answer personal, business and job-related inquiries; providing recreational reading, listening and viewing opportunities; providing access for patrons to materials and services in other libraries; and preserving Monterey Park's heritage by collecting local information and materials of historical significance.

ANALYSIS

Willdan individually reviewed all services and programs conducted by the library. The review also consisted of an evaluation of existing services in an effort to update the fee schedule. .

The analysis of the library's activities relied upon the standard unit cost build-up approach, whereby we calculated the cost of each unit of service using staff time to recover the direct cost of staff and pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated cost against the current fee amount to determine, if charged, whether the fee would recover the costs associated with the requested service.

APPENDIX A – TOTAL ALLOWABLE COST TO BE RECOVERED

Below is the total allowable costs that may be recovered through User Fees; however, only a percentage of the total allowable cost is realized as staff not only work on services related to User Fees, but also work on an array of other City functions during the operational hours of the City. In addition, the frequency of each service activity also plays a role on the amount of revenue recovered. As the activity level of certain services fluctuate from year to year, so will the amount of revenue generated by the City's User Fees.

The total cost of each service included in this analysis is based on the Fully Burdened Hourly Rates (FBHRs) that were determined for City personnel directly involved in providing services. The FBHRs include, not only personnel salary and benefits, but also departmental overhead costs (operation costs and administration personnel costs) and central services overhead costs. The FBHRs are then multiplied by the average estimated number of hours, or portion thereof, by position, needed to complete each service. The result is the total cost to the City for rendering a service. The total cost is also referred to as the full cost recovery fee.

Department	Salaries & Benefits	Operating Budget	CAP Allocation	Total Costs
City Clerk	-	-	-	-
Fire	7,459,629	856,771	1,806,192	10,979,363
Library	1,302,425	170,636	496,602	2,140,299
Recreation and Community Services	1,725,314	791,058	880,908	4,188,338
Community Development	801,311	99,889	428,791	1,429,880
Police	10,714,006	1,330,543	2,786,011	16,161,103
Public Works	642,232	327,641	1,074,539	2,372,053

APPENDIX B – COST RECOVERY ANALYSIS

The following tables provide the results of the case study methodology (time surveys), resulting full cost recovery amount, and recommended fees.

Fee Number	Current Fee	Full Cost Recovery Fee	Recommended Fee	Percent Change	Unit	Notes
Fire						
SECTION B - FIRE DEPARTMENT						
Annual Business Inspection- 7-10	76	100.00	184.28	184.00	84.0%	
Annual Business Inspection- 11-20	77	125.00	184.28	184.00	47.2%	
Annual Business Inspection- 21 & over	78	150.00	184.28	184.00	22.7%	
Building Life/Safety Plan Check	28	160.00	156.74	156.00	-2.5%	per hour
Fire Alarm System (New & Tenant Improvement commercial system)	29	319.00	270.79	270.00	-15.4%	plus \$6.50 per device plus third party costs
Fire Extinguisher System/Hood & Duct Dry, wet or halon	30	255.00	270.79	270.00	5.9%	plus \$7.00 per device plus third party costs
Fire Hydrant Flow Calculation	31	319.00	121.07	121.00	-62.1%	
Fire Investigation/After hour & special inspections	32	109.00	207.16	207.00	89.9%	per hour
Fire Sprinkler System (New residential/commercial construction)	33	255.00	270.79	270.00	5.9%	plus \$6.50 per head
Fire Sprinkler System Tenant Improvement	34	191.00	270.79	270.00	41.4%	plus \$6.50 per head
Records Management (Storage for fire plans)	35	64.00	18.15	64.00	0.0%	per plan per RES 10823
Flammable/Combustible Liquid Storage Additional tanks (Inspection) (Special Permit)	36	96.00	211.54	211.00	119.8%	
Flammable/Combustible Liquids Storage Permit (Annual)	37	255.00	211.54	211.00	-17.3%	
Flammable/Combustible Liquids/Gas tank Storage. (New Installation)	38	192.00	211.54	211.00	9.9%	per tank
Flammable/Combustible Liquids/Gas tank Storage. (Removal)	39	192.00	211.54	211.00	9.9%	per tank
Liquefied Petroleum Gases/Annual Permit	40	192.00	211.54	211.00	9.9%	per tank
Liquefied Petroleum Gas/New Installation	41	202.00	211.54	211.00	4.5%	
Medical Gas System Annual Permit (Special)	42	96.00	211.54	211.00	119.8%	
Medical Gas System Install (Plan Check)	43	202.00	211.54	211.00	4.5%	
Document Copy Charge Response Reports (CFIRS & EMS)	44	8.00	12.92	8.00	0.0%	per report
Water Removal -Single Family Dwelling (Not caused by a fire or natural disaster)	45	138.00	318.99	318.00	130.4%	per hour
Water Removal -Commercial Building (Not caused by a fire or natural disaster)	46	138.00	318.99	318.00	130.4%	per hour
Illegal Burns	47	166.00	318.99	318.00	91.6%	Penalty
Structure Fire Fee -Residential	48	638.00	1,218.69	500.00	-21.6%	
Code 3 Response: f/Alarm due to non- notification of alarm work/tests or alarm system malfunction due to neglect, building maintenance or cooking	50	306.00	318.99	318.00	3.9%	per call (3 free per calendar year)
Smoke/Odor Removal -Not related to fire	51	138.00	318.99	318.00	130.4%	per hour
Hillside Covering Private Property (Not related to fire or natural disaster)	52	138.00	318.99	318.00	130.4%	per hour plus materials
Roof Covering not related to fire or natural disaster	53	138.00	318.99	318.00	130.4%	per hour plus materials
Standpipe system & charge (wet, dry or combination)	590	123.00	131.15	131.00	6.5%	plus \$3.85 per outlet
Underground Pipeline Inspection	591	38.00	71.35	71.00	86.8%	plus \$46 per hour
Vapor Recovery System Permit (Special Permit)	56	96.00	152.37	35.00	-63.5%	Flat Rate
Flammable Liquid Installation Plan Check & Install Inspection	57	166.00	152.37	152.00	-8.4%	
Citizen CPRI/ED Training Program (Resident)	58	30.00	397.97	30.00	0.0%	per resident Flat Rate
Citizen CPRI/ED Training Program (Non-Resident)	59	35.00	397.97	35.00	0.0%	per non-resident Flat Rate
Flammable Liquid Room Plan Check & Inspection	60	128.00	148.00	148.00	15.6%	
Halon Extinguisher System, Permit	61	172.00	148.00	148.00	-14.0%	plus \$3.85 per nozzle
Filming Details Staff Time	62	89.00	278.51	278.00	212.4%	per hour
Multi-Story structures (non-high rise per floor)	63	77.00	71.35	71.00	-7.8%	
Non-Compliance Reinspection - 3rd Inspection	64	128.00	0.00	128.00	0.0%	per RES 10823
Non-Compliance Reinspection - 4th Inspection	65	160.00	0.00	160.00	0.0%	per RES 10823
Non-Compliance Reinspection - 5th Inspection	66	191.00	0.00	191.00	0.0%	per RES 10823
Non-Compliance Reinspection - 6th Inspection	67	223.00	0.00	223.00	0.0%	per RES 10823
State Mandated Inspections - High-rise buildings (75 feet & up)	68	128.00	152.37	152.00	18.8%	per floor
State Mandated Inspections - R-1, multi-family occupancy (3 units & up)	69	64.00	121.07	121.00	89.1%	per floor
State Mandated Inspections - High-rise, R-1 occupancy	70	128.00	192.42	192.00	50.0%	per floor
Other Mandated Inspections (day care, private school, residential elder facilities)	71	0.00	168.33	168.00	0.0%	
Other Mandated Inspections (day care, private school, residential elder facilities) - 9 to 14 occupants	72	96.00	168.33	168.00	75.0%	per inspection
Other Mandated Inspections (day care, private school, residential elder facilities) - 15 or more occupants	73	115.00	168.33	168.00	46.1%	per inspection
Annual Business Inspection- Employees 3 & Under	74	0.00	184.28	184.00	0.0%	
Annual Business Inspection- 4-6	75	75.00	184.28	184.00	145.3%	
Annual Fire Permits/Inspections - Assembly (>50)	79	191.00	176.18	176.00	-7.9%	
Annual Fire Permits/Inspections - Cellulose Nitrate	80	166.00	176.18	176.00	6.0%	
Annual Fire Permits/Inspections - Combustible Fiber Storage	81	166.00	176.18	176.00	6.0%	
Annual Fire Permits/Inspections - Compressed Gases	82	191.00	176.18	176.00	-7.9%	
Annual Fire Permits/Inspections - Dry Cleaning Plants	83	319.00	176.18	176.00	-44.8%	
Annual Fire Permits/Inspections - Dust Producing Operation	84	211.00	176.18	176.00	-16.6%	
Annual Fire Permits/Inspections - flammable/Combustible Liquids	85	255.00	176.18	176.00	-31.0%	
Annual Fire Permits/Inspections - Firework Stands	86	64.00	176.18	176.00	175.0%	
Annual Fire Permits/Inspections - Hazardous Materials Storage	87	383.00	176.18	176.00	-54.0%	

	Fee Number	Current Fee	Full Cost Recovery Fee	Recommended Fee	Percent Change	Unit	Notes
Fire							
SECTION B - FIRE DEPARTMENT							
Annual Fire Permits/Inspections - Repair Garages	88	191.00	176.18	176.00	-7.9%		
Annual Fire Permits/Inspections - High Piled Combustible Storage	89	383.00	176.18	176.00	-54.0%		
Annual Fire Permits/Inspections - Spraying or Dipping (spray booth)	90	191.00	176.18	176.00	-7.9%		
Annual Fire Permits/Inspections - Tank Vehicles	91	217.00	176.18	176.00	-18.9%		
Annual Fire Permits/Inspections - Welding & Cutting Operations	92	191.00	176.18	176.00	-7.9%		
Annual Fire Permits/Inspections - Special Permits (per fire code)	93	96.00	176.18	176.00	83.3%		
Special Other Permits (Per Fire Code) Not Otherwise Listed - Aerosol Products	94	166.00	152.37	152.00	-8.4%		
Special Other Permits (Per Fire Code) Not Otherwise Listed - Aircraft Refueling Vehicles	95	166.00	152.37	152.00	-8.4%		
Special Other Permits (Per Fire Code) Not Otherwise Listed - Aircraft Repair Hanger	96	166.00	152.37	152.00	-8.4%		
Special Other Permits (Per Fire Code) Not Otherwise Listed - Asbestos Removal	97	166.00	152.37	152.00	-8.4%		
Special Other Permits (Per Fire Code) Not Otherwise Listed - Automobile Wrecking Yard	98	166.00	152.37	152.00	-8.4%		
Special Other Permits (Per Fire Code) Not Otherwise Listed - Battery System	99	166.00	152.37	152.00	-8.4%		
Special Other Permits (Per Fire Code) Not Otherwise Listed - Candles and Flames in Assembly Areas	100	166.00	81.63	81.00	-51.2%		
Special Other Permits (Per Fire Code) Not Otherwise Listed - Carnivals & Fairs	101	166.00	204.00	204.00	22.9%		
Special Other Permits (Per Fire Code) Not Otherwise Listed - Cellulose Nitrate Storage	102	166.00	152.37	152.00	-8.4%		
Special Other Permits (Per Fire Code) Not Otherwise Listed - Combustible Material Storage	103	166.00	152.37	152.00	-8.4%		
Special Other Permits (Per Fire Code) Not Otherwise Listed - Commercial Rubbish-Handling Operation	104	166.00	152.37	152.00	-8.4%		
Special Other Permits (Per Fire Code) Not Otherwise Listed - Cryogenics	105	166.00	152.37	152.00	-8.4%		
Special Other Permits (Per Fire Code) Not Otherwise Listed - Explosives or Blasting Agents (Possess, Store,	106	166.00	152.37	152.00	-8.4%		
Special Other Permits (Per Fire Code) Not Otherwise Listed - Fire Hydrants & Water-Control Valves	107	166.00	152.37	152.00	-8.4%		
Special Other Permits (Per Fire Code) Not Otherwise Listed - Fruit Ripening	108	166.00	152.37	152.00	-8.4%		
Special Other Permits (Per Fire Code) Not Otherwise Listed - Hot-Work Operations/Asphalt Kettles	109	191.00	104.19	104.00	-45.5%		
Special Other Permits (Per Fire Code) Not Otherwise Listed - Liquefied Petroleum Gases	110	191.00	152.37	152.00	-20.4%		
Special Other Permits (Per Fire Code) Not Otherwise Listed - Liquid or Gas-Fueled Vehicles or Equipment In Assembly Buildings	111	191.00	152.37	152.00	-20.4%		
Special Other Permits (Per Fire Code) Not Otherwise Listed - Lumber Yards	112	255.00	156.74	156.00	-38.8%		
Special Other Permits (Per Fire Code) Not Otherwise Listed - Magnesium Working	113	166.00	156.74	156.00	-6.0%		
Special Other Permits (Per Fire Code) Not Otherwise Listed - Mall, Covered	114	255.00	287.26	287.00	12.5%		
Special Other Permits (Per Fire Code) Not Otherwise Listed - Motor Vehicle Fuel-Dispensing Stations	115	319.00	132.65	132.00	-58.6%		
Special Other Permits (Per Fire Code) Not Otherwise Listed - Nitrate Film	116	166.00	152.37	152.00	-8.4%		
Special Other Permits (Per Fire Code) Not Otherwise Listed - Open Burning	117	191.00	152.37	152.00	-20.4%		
Special Other Permits (Per Fire Code) Not Otherwise Listed - Organic Coating	118	166.00	152.37	152.00	-8.4%		
Special Other Permits (Per Fire Code) Not Otherwise Listed - Ovens, Industrial Baking or Drying	119	191.00	152.37	152.00	-20.4%		
Special Other Permits (Per Fire Code) Not Otherwise Listed - Parade Floats	120	166.00	152.37	152.00	-8.4%		
Special Other Permits (Per Fire Code) Not Otherwise Listed - Places of Assembly	121	255.00	152.37	152.00	-40.4%		
Special Other Permits (Per Fire Code) Not Otherwise Listed - Pyrotechnical Special Effects Material	122	191.00	247.21	247.00	29.3%		
Special Other Permits (Per Fire Code) Not Otherwise Listed - Radioactive Materials	123	166.00	211.54	211.00	27.1%		
Special Other Permits (Per Fire Code) Not Otherwise Listed - Refrigeration Equipment	124	166.00	152.37	152.00	-8.4%		
Special Other Permits (Per Fire Code) Not Otherwise Listed - Temporary Membrane Structures, Tents &	125	255.00	152.37	152.00	-40.4%		

	Fee Number	Current Fee	Full Cost Recovery Fee	Recommended Fee	Percent Change	Unit	Notes
Fire							
SECTION B - FIRE DEPARTMENT							
Special Other Permits (Per Fire Code) Not Otherwise Listed - Tire Storage	126	255.00	152.37	152.00	-40.4%		
Special Other Permits (Per Fire Code) Not Otherwise Listed - Wood Products	127	191.00	152.37	152.00	-20.4%		
Ambulance Transportation Fee: 1. ALS/EKG-IV (including dispatcher costs)	128	1,473.00	0.00	1,473.00	0.0%		per LA COUNTY RES 11094
Ambulance Transportation Fee: 2. ALS-Non-specialized (including dispatcher costs)	129	1,473.00	0.00	1,473.00	0.0%		per LA COUNTY RES 11094
Ambulance Transportation Fee: 3. CODE 3	130	127.75	0.00	127.75	0.0%		per LA COUNTY RES 11094
Ambulance Transportation Fee: 4. Mileage Rate	131	18.50	0.00	18.50	0.0%		per LA COUNTY RES 11094
Ambulance Transportation Fee: 5. Standby Time	132	48.25	0.00	48.25	0.0%		per LA COUNTY RES 11094
Ambulance Transportation Fee: 6. Cervical Collar	133	45.00	0.00	45.00	0.0%		per LA COUNTY RES 11094
Ambulance Transportation Fee: 7. Backboard, splints,	134	50.00	0.00	50.00	0.0%		per LA COUNTY RES 11094
Ambulance Transportation Fee: 8. Traction Splints	135	90.75	0.00	90.75	0.0%		per LA COUNTY RES 11094
Ambulance Transportation Fee: 9. Neonatal Transport	136	191.00	0.00	191.00	0.0%		per LA COUNTY RES 11094
Ambulance Transportation Fee: 10. Ice packs	137	26.75	0.00	26.75	0.0%		per LA COUNTY RES 11094
Ambulance Transportation Fee: 11. Bandages, dressing	138	26.75	0.00	26.75	0.0%		per LA COUNTY RES 11094
Ambulance Transportation Fee: 12. Oxygen	139	91.00	0.00	91.00	0.0%		per LA COUNTY RES 11094
Ambulance Transportation Fee: 13. Obstetrical kit	140	49.00	0.00	49.00	0.0%		per LA COUNTY RES 11094
Ambulance Transportation Fee: 14. Burn kit	141	49.00	0.00	49.00	0.0%		per LA COUNTY RES 11094
Ambulance Transportation Fee: 15. Pulse Oximeter	142	86.75	0.00	86.75	0.0%		per LA COUNTY RES 11094
Ambulance Transportation Fee: 16. Patient Assessment Fee (including dispatcher costs)	143	250.75	0.00	251.00	0.1%		per LA COUNTY RES 11094
Annual Permit/Industrial Waste Inspection for restaurant/Public Assembly with any Occupant Load and a Grease Waste Inspection	160	727.00	0.00	727.00	0.0%		per RES 9756
Industrial Waste Plan Check Fee	161	Cost plus 50%	0.00	597.00	0.0%	(\$638 min. deposit)	per RES 9756 MPMC 14.04.060 County Code 20.36.245
Industrial Waste Inspection -Class A	162	277.00	0.00	287.00	3.6%		per RES 9756 MPMC 14.04.060 County Code 20.36.250
Industrial Waste Inspection -Class B	163	548.00	0.00	574.00	4.7%		per RES 9756 MPMC 14.04.060 County Code 20.36.250
Industrial Waste Inspection -Class C	164	825.00	0.00	851.00	3.2%		per RES 9756 MPMC 14.04.060 County Code 20.36.250
Industrial Waste Inspection -Class D	165	1,096.00	0.00	1,122.00	2.4%		per RES 9756 MPMC 14.04.060 County Code 20.36.250
Industrial Waste Inspection -Class E	166	1,287.00	0.00	1,287.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.250
Industrial Waste Inspection -Class F	167	315.00	0.00	341.00	8.3%		per RES 9756 MPMC 14.04.060 County Code 20.36.250
Industrial Waste Inspection -Class G	168	629.00	0.00	655.00	4.1%		per RES 9756 MPMC 14.04.060 County Code 20.36.250
Industrial Waste Inspection -Class M	169	2,726.00	0.00	2,752.00	1.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.250
Industrial Waste Inspection, Rainwater Diversion System -Class X	170	242.00	0.00	268.00	10.7%		per RES 9756 MPMC 14.04.060 County Code 20.36.250
City Administrative Fee Per Unit	172	94.00	0.00	94.00	0.0%	per unit	per RES 9756 MPMC 14.04.060 County Code 20.36.230
Hazardous Condition and Traffic Collision Recovery Fee: Command Vehicle	215	135.00	0.00	135.00	0.0%	per hour	per RES 11275
Hazardous Condition and Traffic Collision Recovery Fee: Engine Company	216	305.00	0.00	305.00	0.0%	per hour	per RES 11275
Hazardous Condition and Traffic Collision Recovery Fee: Truck Company	217	370.00	0.00	370.00	0.0%	per hour	per RES 11275
Hazardous Condition and Traffic Collision Recovery Fee: Rescue Ambulance	218	173.00	0.00	173.00	0.0%	per hour	per RES 11275
Hazardous Condition and Traffic Collision Recovery Fee: 5-gal container with lid	219	13.00	0.00	13.00	0.0%	each	per RES 11275
Hazardous Condition and Traffic Collision Recovery Fee: Processing fee	220	193.00	0.00	193.00	0.0%	per incident	per RES 11275
Hazardous Condition and Traffic Collision Recovery Fee: Turn-out Pant	221	800.00	0.00	800.00	0.0%	each	per RES 11275
Hazardous Condition and Traffic Collision Recovery Fee: Turn-out Coat	222	1,200.00	0.00	1,200.00	0.0%	each	per RES 11275
Hazardous Condition and Traffic Collision Recovery Fee: Absorbent	223	34.00	0.00	34.00	0.0%	per bag	per RES 11275
Hazardous Condition and Traffic Collision Recovery Fee: Hazmat Disposal Fee	224	44.00	0.00	44.00	0.0%	per occurrence	per RES 11275
Ambulance Subscription Fee (Business membership) (1-10 Employees)	145	50.00	0.00	50.00	0.0%		per RES 11261
Ambulance Subscription Fee (Business membership) (11-20 Employees)	146	100.00	0.00	100.00	0.0%		per RES 11261
Ambulance Subscription Fee (Business membership) (21-30 Employees)	147	150.00	0.00	150.00	0.0%		per RES 11261

	Fee Number	Current Fee	Full Cost Recovery Fee	Recommended Fee	Percent Change	Unit	Notes
Fire							
SECTION B - FIRE DEPARTMENT							
Ambulance Subscription Fee (Business membership) (31-40 Employees)	148	200.00	0.00	200.00	0.0%		per RES 11261
Ambulance Subscription Fee (Business membership) (41-50 Employees)	149	250.00	0.00	250.00	0.0%		per RES 11261
Ambulance Subscription Fee (Business membership) (51-60 Employees)	150	300.00	0.00	300.00	0.0%		per RES 11261
Ambulance Subscription Fee (Business membership) (61-70 Employees)	151	350.00	0.00	350.00	0.0%		per RES 11261
Ambulance Subscription Fee (Business membership) (71-80 Employees)	152	400.00	0.00	400.00	0.0%		per RES 11261
Ambulance Subscription Fee (Business membership) (81-90 Employees)	153	450.00	0.00	450.00	0.0%		per RES 11261
Ambulance Subscription Fee (Business membership) (91-100 Employees)	154	500.00	0.00	500.00	0.0%		per RES 11261
Ambulance Subscription Fee (Business membership) (101-110 Employees)	155	550.00	0.00	550.00	0.0%		per RES 11261
Ambulance Subscription Fee (Business membership) (111-120 Employees)	156	600.00	0.00	600.00	0.0%		per RES 11261
Ambulance Subscription Fee (Business membership) (121-130 Employees)	157	650.00	0.00	650.00	0.0%		per RES 11261
Ambulance Subscription Fee (Business membership) (131-140 Employees)	158	700.00	0.00	700.00	0.0%		per RES 11261
Ambulance Subscription Fee (Business membership) (141+ Employees)	159	750.00	0.00	750.00	0.0%		per RES 11261
Structure Fire Fee -Business	49	1,276.00	1,218.69	900.00	-29.5%		
Ambulance Subscription Fee	144	50.00	0.00	50.00	0.0%		per RES 10865
Industrial Waste Reinspection Fee (3rd inspection)	171	128.00	0.00	128.00	0.0%		Penalty
Industrial Waste Reinspection Fee (4th inspection)	15	128.00	156.74	180.00	N/A		Penalty
Industrial Waste Reinspection Fee (5th inspection)	16	128.00	156.74	191.00	N/A		Penalty
Industrial Waste Reinspection Fee (for each inspection after five)	17	128.00	156.74	223.00	N/A		Penalty
Application fee for Temporary Fireworks Stand	2				N/A		per RES 11469

	Fee Number	Current Fee	Full Cost Recovery Fee	Recommended Fee	Percent Change	Unit	Notes
Police							
SECTION F - POLICE DEPARTMENT							
DUI Processing	482	511.00	694.75	694.00	35.8%		
Emergency Response - DUI Arrest	483	162.00	0.00	162.00	0.0%		
Emergency Response - DUI Non-Injury	484	365.00	768.21	768.00	110.4%		
Emergency Response - DUI Minor Injury	485	438.00	952.92	858.00	95.9%		
Emergency Response - DUI Major/Fatal Injury	486	1,216.00	2,074.30	1,867.00	53.5%		
Vehicle Impound and Release	487	191.00	239.01	239.00	25.1%		
Non-Injury Traffic Report (per page)	488	0.15	0.00	0.15	0.0%	per page	
Crime Reports (per page)	489	0.15	0.00	0.15	0.0%	per page	
Common Reports (per page)	490	0.15	0.00	0.15	0.0%	per page	
Fingerprinting	491	28.00	39.60	28.00	0.0%		
Insurance Report (per page)	492	0.15	0.00	0.15	0.0%	per page	
Special Handling Administration Charges	493	19.00	48.56	49.00	157.9%		
Clearance Letter	494	26.00	83.14	83.00	219.2%		
Local Background Check/Recruiters	495	14.35	36.42	36.00	150.9%		
CAD Log Searches (address and/or time/date of	496	19.00	30.70	26.00	36.8%		
Crime Rate Report (required research redacting, writing report)	497	26.00	39.50	40.00	53.8%		
Visa/INS Letter cw/ report	498	30.00	84.97	84.00	180.0%	each	
9-1-1 Misuse	499	6.50	61.53	62.00	853.8%	\$19/subsequent	
Replace Lost Permit	500	22.00	0.00	25.00	13.6%		
Duplicate Citations	501	3.50	0.00	5.00	42.9%		
Parking Fines- Disabled Parking	502	373.00	0.00	400.00	7.2%		Penalty
Parking Fines- Firelane	503	98.00	0.00	100.00	2.0%		Penalty
Parking Fines- Red Curb	504	65.00	0.00	65.00	0.0%		Penalty
Parking Fines- Private Property	505	65.00	0.00	65.00	0.0%		Penalty
Parking Fines- Block Driveway	506	68.00	0.00	70.00	2.9%		Penalty
Parking Fines- Street Sweeping/(Restricted Parking)	507	53.00	0.00	53.00	0.0%		Penalty
Parking Fines- Display License Plates	508	53.00	0.00	55.00	3.8%		Penalty
Parking Fines- Position of Plates	509	53.00	0.00	55.00	3.8%		Penalty
Parking Fines- No Current Tab on Vehicle	510	53.00	0.00	55.00	3.8%		Penalty
Parking Fines- Public Ground/Govt & School Zone	511	48.00	0.00	50.00	4.2%		Penalty
Parking Fines- Parked in Intersection	512	53.00	0.00	55.00	3.8%		Penalty
Parking Fines- Parked in Crosswalk	513	53.00	0.00	55.00	3.8%		Penalty
Parking Fines- 15' From Fire Station Driveway	514	53.00	0.00	55.00	3.8%		Penalty
Parking Fines- Parked on Sidewalk	515	53.00	0.00	60.00	13.2%		Penalty
Parking Fines- Double Parked	516	53.00	0.00	60.00	13.2%		Penalty
Parking Fines- Parked in Bus Zone	517	283.00	0.00	285.00	0.7%		Penalty
Parking Fines- Block Disabled Access Ramp	518	283.00	0.00	300.00	6.0%		Penalty
Parking Fines- Parked Over 18" from Curb	519	56.00	0.00	56.00	0.0%		Penalty
Parking Fines- Wrong Way Parking	520	53.00	0.00	60.00	13.2%		Penalty
Parking Fines- Curb Parking	521	50.00	0.00	50.00	0.0%		Penalty
Parking Fines- Blocking Handicapped Parking	522	358.00	0.00	400.00	11.7%		Penalty
Parking Fines- Fire Hydrant Parking Within 15' Of	523	63.00	0.00	65.00	3.2%		Penalty
Parking Fines- Unattended Vehicle/Motor Running	524	53.00	0.00	55.00	3.8%		Penalty
Parking Fines- Locked Vehicle Person/ Toddler Locked	525	63.00	0.00	65.00	3.2%		Penalty
Parking Fines- Blocking Sidewalk Access Ramp	526	308.00	0.00	325.00	5.5%		Penalty
Parking Fines- No Fuel Cap	527	53.00	0.00	55.00	3.8%		Penalty
Parking Fines- Vehicle Alarm (1 st)	528	118.00	0.00	125.00	5.9%		Penalty
Parking Fines- Vehicle Alarm (2nd)	529	218.00	0.00	225.00	3.2%		Penalty
Parking Fines- Vehicle Alarm (3rd)	530	268.00	0.00	275.00	2.6%		Penalty
Parking Fines- Overweight Vehicle/Over 6,000lbs.	531	58.00	0.00	75.00	29.3%		Penalty
Parking Fines- Blocking Driveway	532	68.00	0.00	70.00	2.9%		Penalty
Parking Fines- Passenger Loading Zone	533	50.00	0.00	50.00	0.0%		Penalty
Parking Fines- 1 Hour Parking	534	50.00	0.00	50.00	0.0%		Penalty
Parking Fines- 72 Hour Parking Violation	535	50.00	0.00	50.00	0.0%		Penalty
Parking Fines- Display For Sale Sign On Vehicle	536	50.00	0.00	50.00	0.0%		Penalty
Parking Fines- Repairing Vehicle on Street	537	53.00	0.00	55.00	3.8%		Penalty
Parking Fines- Repair/Shop/Storage	538	83.00	0.00	85.00	2.4%		Penalty
Parking Fines- Failure to Park at Angle	539	50.00	0.00	50.00	0.0%		Penalty
Parking Fines- Parking Adjacent to School	540	50.00	0.00	50.00	0.0%		Penalty
Parking Fines- Narrow Streets	541	50.00	0.00	50.00	0.0%		Penalty
Parking Fines- Parked on Hill-Wheels	542	53.00	0.00	55.00	3.8%		Penalty
Parking Fines- Parking Within 25' of Intersection	543	50.00	0.00	50.00	0.0%		Penalty
Parking Fines- Parking Within 25' of Signal/Stop sign	544	50.00	0.00	50.00	0.0%		Penalty
Parking Fines- Sign Posted	545	50.00	0.00	50.00	0.0%		Penalty
Parking Fines- Emergency Parking Signs	546	50.00	0.00	50.00	0.0%		Penalty
Parking Fines- Not Parked In Designated Space	547	50.00	0.00	50.00	0.0%		Penalty
Parking Fines- 1 Hour Business District	548	50.00	0.00	50.00	0.0%		Penalty
Parking Fines- Parking During Certain Times	549	50.00	0.00	50.00	0.0%		Penalty
Parking Fines- Limited Time Zone, 1 hr. (M-Sat 8-6PM)	550	50.00	0.00	50.00	0.0%		Penalty
Parking Fines- Parking Prohibited at All Times	551	50.00	0.00	50.00	0.0%		Penalty
Parking Fines- Restricted Parking / Lots	552	50.00	0.00	50.00	0.0%		Penalty
Parking Fines- Overweight Vehicle/Over 10,000lbs.	553	83.00	0.00	100.00	20.5%		Penalty
Parking Fines- No Overnight Parking/2-5 AM/Business	554	50.00	0.00	50.00	0.0%		Penalty
Parking Fines- Curb Marking, Yellow	555	50.00	0.00	50.00	0.0%		Penalty

	Fee Number	Current Fee	Full Cost Recovery Fee	Recommended Fee	Percent Change	Unit	Notes
Police							
SECTION F - POLICE DEPARTMENT							
Parking Fines- Curb Marking, White	556	50.00	0.00	50.00	0.0%		Penalty
Parking Fines- Curb Marking, Green	557	50.00	0.00	50.00	0.0%		Penalty
Parking Fines- Alley- No Parking	558	50.00	0.00	50.00	0.0%		Penalty
Parking Fines- Parking in Park/Not on Roadway	559	50.00	0.00	50.00	0.0%		Penalty
Parking Fines- Not Parked in Designated Parking Area	560	50.00	0.00	50.00	0.0%		Penalty
Parking Fines- No Overnight Parking/Central Business	561	50.00	0.00	50.00	0.0%		Penalty
Parking Fines- No Overnight Parking/Park	562	50.00	0.00	50.00	0.0%		Penalty
Parking Fines- Overnight Parking/ Commercial Service	563	50.00	0.00	50.00	0.0%		Penalty
Parking Fines- Parked In Front Yard/Side Yard	564	50.00	0.00	50.00	0.0%		Penalty
Parking Fines- Parked Over 18" from Left Curb	565	56.00	0.00	56.00	0.0%		Penalty
Parking Fines- Parked Over 18" from Right Curb	566	56.00	0.00	56.00	0.0%		Penalty
Parking Fines- Permit Parking	567	56.00	0.00	56.00	0.0%		Penalty
Parking Fines- City Lot Parking Restrictions	568	53.00	0.00	55.00	3.8%		Penalty
Parking Fines- Parking During Certain Hours	569	50.00	0.00	50.00	0.0%		Penalty
Parking Fines- Disabled Parking / Stall	570	373.00	0.00	400.00	7.2%		Penalty
Parking Fines- Disabled Parking / Border	571	358.00	0.00	400.00	11.7%		Penalty
Parking Fines- Oversize Vehicle / Signs Required	572	50.00	0.00	75.00	50.0%		Penalty
Parking Fines- Non-Emergency Vehicle Repairs on	573	53.00	0.00	55.00	3.8%		Penalty
Parking Fines- Public Nuisance	574	68.00	0.00	70.00	2.9%		Penalty
Parking Fines- Parked as a Hazard / Posted Signs	575	50.00	0.00	50.00	0.0%		Penalty
Parking Fines- Business District / Time Restrictions	576	50.00	0.00	50.00	0.0%		Penalty
Parking Fines- Unlawful Vehicle Parking -1st Offense	577	108.00	0.00	125.00	15.7%		Penalty
Tour Bus Zone							
Parking Fines- Unlawful Vehicle Parking -2nd Offense	578	208.00	0.00	225.00	8.2%		Penalty
Tour Bus Zone							
Parking Fines- Unlawful Vehicle Parking -3rd Offense	579	408.00	0.00	425.00	4.2%		Penalty
Tour Bus Zone							
Parking Fines- Tour Bus / Outside Zone	580	108.00	0.00	125.00	15.7%		Penalty
Parking Fines- Unlawful Parking / Vending or Peddling	581	50.00	0.00	100.00	100.0%		Penalty
Sentenced Prisoners	582	96.00	341.64	96.00	0.0%	per 24 hours	
Sentenced Prisoners- per diem rate	583	51.00	176.89	51.00	0.0%	per 12 hours	
Sentenced Prisoner Registration Fee	584	13.00	124.57	26.00	100.0%		
Sentenced Prisoner Schedule Change Fee	585	28.00	51.74	33.00	17.9%		
Deceased Pet Pick Up	586	20.00	81.09	32.00	60.0%	each + SGVH Surcharge	plus Vendor charge
Animal Traps Rental	587	13.00	30.00	15.00	15.4%		
Animal License Fees: Dogs- One year license (sterilized)	588	20.00	0.00	20.00	0.0%		contracted price (\$7.50 senior discount)
Animal License Fees: Dogs- One year license (non-	589	40.00	0.00	40.00	0.0%		contracted price
Alarm Permits, Failure to Notify Penalty	595	32.00	47.47	47.00	46.9%		Penalty
Residential And Business False Alarm Permit	596	38.00	47.47	47.00	23.7%		
Residential False Alarm Response - 1st Response	597	0.00	93.65	0.00	N/A		Penalty
Residential False Alarm Response - 2nd Response	598	77.00	130.22	90.00	16.9%		Penalty
Residential False Alarm Response - 3rd Response	599	77.00	130.22	90.00	16.9%		Penalty
Residential False Alarm Response - 4th Response	600	115.00	130.22	125.00	8.7%		Penalty
Residential False Alarm Response - 5th Response	601	115.00	130.22	125.00	8.7%		Penalty
Residential False Alarm Response - 6th Response	602	153.00	130.22	175.00	14.4%		Penalty
Business False Alarm Response - 1st Response	603	0.00	130.22	0.00	N/A		Penalty
Business False Alarm Response - 2nd Response	604	77.00	130.22	90.00	16.9%		Penalty
Business False Alarm Response - 3rd Response	605	77.00	130.22	90.00	16.9%		Penalty
Business False Alarm Response - 4th Response	606	115.00	130.22	125.00	8.7%		Penalty
Business False Alarm Response - 5th Response	607	115.00	130.22	125.00	8.7%		Penalty
Business False Alarm Response - 6th Response	608	153.00	130.22	175.00	14.4%		Penalty
Verification of Proof of Correction on Traffic Citations	609	13.00	35.23	20.00	53.8%		per RES 9636
Booking and Housing of Prisoners on Los Angeles County Sheriffs Warrants and Other Arrests	610	153.00	0.00	153.00	0.0%		Set by Superior Court
Special Details (filming, other events)	611	89.00	0.00	89.00	0.0%		
Prisoner Booking Fees	612	200.00	481.43	200.00	0.0%		
Witness fee (0010-0361) is not subjected to annual City fee adjustments. It's based on State regulations.	613	0.00	277.07	277.00	0.0%		

	Fee Number	Current Fee	Full Cost Recovery Fee	Recommended Fee	Percent Change	Unit	Notes
City Clerk							
SECTION A- GENERAL ADMINISTRATION							
Copy Charge -Cassette Tape	1	13.00	3.00	3.00	-76.9%	per tape	
Copy Charge -Xerox of General Materials	3	0.15	0.00	0.15	0.0%	per page	
Copy Charge -Specialized materials (Maps, Diagrams, Reports etc.)	4	Actual Cost	0.00	Actual Cost	0.0%		Actual Cost
City Clerk -Written Certification	7	2.55	9.64	9.64	278.2%		
Document Research (Campaign statements over 5	8	5.00	0.00	5.00	0.0%		
Copy Charge -Xerox of Campaign Statement	9	0.10	0.00	0.10	0.0%	per page	
DVD	10	5.00	0.00	5.00	0.0%		
Specialized Legal Research Investigation, Standby etc., requested for Insurance, Litigation, Development or other Private non-Governmental purpose	11	Actual Cost	0.00	Actual Cost	0.0%		Actual Cost
Business License: Duplicate Business License	12	16.60	0.00	16.60	0.0%		per RES 11341
Business License: Reissue of Business License-	13	34.00	0.00	34.00	0.0%		per RES 11341
Business License: Tobacco Retailer License Fee	14	40.00	0.00	40.00	0.0%	each	per RES 11341
Annual Business Inspection- 4 -6	19	75.00	0.00	75.00	0.0%		per RES 11223
Annual Business Inspection- 7-10	20	100.00	0.00	100.00	0.0%		per RES 11223
Annual Business Inspection- 11-20	21	125.00	0.00	125.00	0.0%		per RES 11223
Annual Business Inspection- 21 & over	22	150.00	0.00	150.00	0.0%		per RES 11223
Returned Check Charge	23	35.00	0.00	25.00	-28.6%		CA Civil Code Sec. 1719
Filming Permit	24	58.00	0.00	58.00	0.0%		per RES 9636
Firework Permit	25	400.00	0.00	400.00	0.0%		per RES 11469
Special Details (filming, other events)	26	89.00	0.00	89.00	0.0%		per RES 9636
Special Processing Fee	27	98.00	0.00	98.00	0.0%		per RES 9636
Annual Business Inspection- Employees 3 & Under	18	50.00	0.00	50.00	0.0%		per RES 11223
Online Payment Processing Fee (Cap to \$250 per	683	3.25	0.00	3.25	0.0%		per RES 11454

Library	Fee Number	Current Fee	Full Cost Recovery Fee	Recommended Fee	Percent Change	Unit	Notes
SECTION C - LIBRARY							
Overdue fines -adult print and audio materials	225	0.25	0.00	0.25	0.0%	per day to \$24 or cost of the item whichever is less	
When replacement cost cannot be found, the default cost will be: Adult fiction	226	34.00	42.72	42.00	23.5%	Plus Actual Costs	
When replacement cost cannot be found, the default cost will be: Adult fiction (New)	227	34.00	42.72	42.00	23.5%	Plus Actual Costs	
When replacement cost cannot be found, the default cost will be: Adult non-fiction	228	52.00	60.72	60.00	15.4%	Plus Actual Costs	
When replacement cost cannot be found, the default cost will be: Adult non-fiction (New)	229	52.00	60.72	60.00	15.4%	Plus Actual Costs	
When replacement cost cannot be found, the default cost will be: YA fiction	230	29.00	37.72	37.00	27.6%	Plus Actual Costs	
When replacement cost cannot be found, the default cost will be: Adult/YA non-fiction	231	55.00	63.72	63.00	14.5%	Plus Actual Costs	
When replacement cost cannot be found, the default cost will be: Adult paperback(uncataloged)	232	13.50	22.22	22.00	63.0%	Plus Actual Costs	
When replacement cost cannot be found, the default cost will be: Pamphlet	233	10.00	20.72	20.00	100.0%	Plus Actual Costs	
When replacement cost cannot be found, the default cost will be: Government document	234	34.00	42.72	42.00	23.5%	Plus Actual Costs	
When replacement cost cannot be found, the default cost will be: Audiobook Fiction	235	93.00	101.72	101.00	8.6%	Plus Actual Costs	
When replacement cost cannot be found, the default cost will be: Audiobook Non-Fiction	236	93.00	101.72	101.00	8.6%	Plus Actual Costs	
When replacement cost cannot be found, the default cost will be: Compact disk (CD)	237	29.00	37.72	37.00	27.6%	Plus Actual Costs	
When replacement cost cannot be found, the default cost will be: Videocassette/DVD	238	52.00	60.72	60.00	15.4%	Plus Actual Costs	
Overdue fines -children's print and audio materials materials	239	0.25	0.00	0.25	0.0%	per day to \$12 or cost of the item whichever is less	
When replacement cost cannot be determined, the default cost will be: Children's book	240	29.00	37.72	37.00	27.6%	Plus Actual Costs	
When replacement cost cannot be determined, the default cost will be: Children's book/cassette set	241	29.00	37.72	37.00	27.6%	Plus Actual Costs	
When replacement cost cannot be determined, the default cost will be: Children's magazine	242	10.00	20.72	20.00	100.0%	Plus Actual Costs	
When replacement cost cannot be determined, the default cost will be: Children's paperback	243	11.00	20.72	20.00	81.8%	Plus Actual Costs	
Overdue fines -Video/DVD	244	1.25	0.00	1.25	0.0%	per day to \$24 or cost of the item whichever is less	
Processing fee for adding replacement copy	245	10.00	11.19	11.00	10.0%		
Damaged/lost accompanying material	246	6.80	12.41	6.00	-11.8%		
Damaged Book -replace plastic jacket	247	1.70	2.48	1.70	0.0%		
Damaged/torn pages	248	1.25	1.65	1.25	0.0%		
Damaged/lost videocassette case/DVD	249	6.80	12.41	6.80	0.0%		
Damaged/lost audiocassette/CD case (single)	250	1.70	2.48	1.70	0.0%	per case	
Damaged/lost bag from children's book/cassette set	251	1.70	2.48	1.70	0.0%	per bag	
Damaged/lost audiocassette/Audiobook/CD case (multiple tapes)	252	3.35	4.14	4.10	22.4%		
Damaged/lost audiocassette/CD jacket (inside jacket)	253	1.70	2.48	1.70	0.0%		
Damaged/lost videocassette/DVD jacket (inside jacket)	254	4.75	5.79	5.70	20.0%		
Damaged book rebinding	255	19.00	24.82	24.80	30.5%		
Borrower cards -replacement cost	256	6.30	0.00	6.30	0.0%	per card	
Rental -DVD -Entertainment	257	1.25	0.00	1.25	0.0%	per 7 days	
Interlibrary loan fees to patrons	258	5.00	6.62	5.00	0.0%	per request plus charges of lending library	
Interlibrary loan photocopy	259	5.00	6.62	5.00	0.0%	per page over 20 pages (pages 1-20 free)	
Photocopy/Print copies	260	0.00	0.00	0.00	N/A		
Microfilm/microfiche copies	261	0.20	0.00	0.20	0.0%	per page	
Hold not picked up or cancelled before processing	262	0.50	0.00	0.50	0.0%		
Library Card Lookup or checkout without library card	263	0.50	0.00	0.50	0.0%		

	Fee Number	Current Fee	Full Cost Recovery Fee	Recommended Fee	Percent Change	Unit	Notes
Recreation and Community Services							
SECTION D - RECREATION & PARKS							
Adult Softball Leagues	264	360.00	384.56	384.00	6.7%	per team/season	
Adult Basketball Leagues	265	255.00	293.91	293.00	14.9%	per team/season	
Athletic Field Rental - Day	266	32.00	102.26	102.00	N/A	per hour	Includes first hour, \$12 subsequent hourly fee
Athletic Field Rental with lights- Night	267	41.00	114.12	114.00	N/A	per hour	includes first hour, \$53 subsequent hourly fee
Swim lessons -Youth: (7-17 yrs.)	268	22.00	28.09	28.00	27.3%	for 5 hours of lessons	
Swim lessons -Youth: (4-6 yrs.)	269	26.00	37.45	37.00	42.3%	for 5 hours of lessons	
Swim lessons -Youth: (1-3 yrs.)	270	28.00	22.47	22.00	-21.4%	for 5 hours of lessons	
Swim lessons -Adult	271	34.00	17.76	17.00	-50.0%	for 5 hours of lessons	
Public Swim Admission: Youth	272	1.00	2.03	2.00	100.0%	2 hr. swim	
Public Swim Admission: Adult	273	2.00	4.30	3.00	50.0%	2 hr. swim	
Public Swim Admission: Youth Discount Pass (25	274	19.00	48.89	37.00	94.7%	per 25 swims	
Public Swim Admission: Adult Discount Pass (20	275	32.00	86.04	65.00	103.1%	per 20 swims	
Swim Workout	276	24.00	43.41	24.00	0.0%	per month	
Lap Swimming: per swim	277	5.00	5.30	5.00	0.0%	per swim	
Lap Swimming: Monthly Pass	278	34.00	158.99	120.00	252.9%	per month	
Lap Swimming: Family	279	60.00	317.98	150.00	150.0%	per month	
Lap Swimming: Senior	280	22.00	158.99	87.00	295.5%	per month	
Langley Center Main Room Rental	282	97.00	117.87	117.00	20.6%	per hour	
Pool Rental	283	83.00	129.21	129.00	N/A	per hour	Includes first hour, \$39 subsequent hourly fee
Langley Center Kitchen Facility	284	26.00	34.92	34.00	N/A	per hour	Includes first hour, \$8 subsequent hourly fee
Gymnasium Rental: (Resident Non -Profit Youth)	285	19.00	117.87	117.00	N/A	per hour	includes first hour, \$35 subsequent hourly fee
Gymnasium Rental: (All others)	286	61.00	117.87	117.00	N/A	per hour	includes first hour, \$35 subsequent hourly fee
Barnes Park Memorial Amphitheater	289	95.00	117.87	117.00	N/A	per hour (stage only)	includes first hour, \$35 subsequent hourly fee
City Hall Community Room	290	61.00	117.87	117.00	N/A	per hour	Includes first hour, \$35 subsequent hourly fee
Other Indoor Facilities	291	61.00	117.87	117.00	N/A	per hour	includes first hour, \$35 subsequent hourly fee
Specialized Class Fees Administrative Fee	292	\$1.28-\$29.00 or \$7.35	19.82	10.50	0.0%	per class/person	
Cleaning Deposit	294	\$100-\$500	288.02	100.00	0.0%	per 50 people	
Service Club House Rental	295	0.00	117.87	117.00	N/A	per hour	includes first hour, \$35 subsequent hourly fee
Service Club House Rental: Weekday meeting (service clubs)	296	32.00	117.87	117.00	N/A	per hour	includes first hour, \$35 subsequent hourly fee
Service Club House Rental: Weeknights, weekend/holiday (service clubs)	297	10.00	117.87	117.00	N/A	per hour	includes first hour, \$35 subsequent hourly fee
Service Club House Rental: Special functions (service clubs)	298	10.00	117.87	117.00	N/A	per hour	includes first hour, \$35 subsequent hourly fee
Service Club House Rental: Non resident service clubs	299	26.00	117.87	117.00	N/A	per hour	includes first hour, \$35 subsequent hourly fee
Service Club House Rental: Non-profit Monterey Park Group	300	31.00	117.87	117.00	N/A	per hour	includes first hour, \$35 subsequent hourly fee
Service Club House Rental: Non-profit Outside Group	301	68.00	117.87	117.00	N/A	per hour	Includes first hour, \$35 subsequent hourly fee
Service Club House Rental: Monterey Park Resident	302	91.00	117.87	117.00	N/A	per hour	includes first hour, \$35 subsequent hourly fee
Service Club House Rental: Non Resident	303	119.00	143.35	143.00	N/A	per hour	includes first hour, \$35 subsequent hourly fee
Small conference room fees (resident service clubs)	305	0.00	117.87	117.00	N/A	per hour	Includes first hour, \$35 subsequent hourly fee
Small conference room fees (All other groups)	306	26.00	117.87	117.00	N/A	per hour	includes first hour, \$35 subsequent hourly fee
Child Care Fees: After School Care -Resident	307	102.00	119.77	120.00	17.6%	per week	
Child Care Fees: Non Resident -After School	308	109.00	119.77	120.00	10.1%	per week	
Child Care Fees: All Day & Summer	309	124.00	156.19	156.00	25.8%	per week	
Child Care Fees: Non Resident All Day	310	131.00	156.19	156.00	19.1%	per week	
Manta Ray Swim Team: Monthly dues	312	38.00	41.84	41.00	7.9%	per month	
Manta Ray Swim Team: Registration Fee	313	32.00	41.84	41.00	28.1%	once a year	
Picnic Reservation Fees (All Day)	287	51.00	94.12	94.00	84.3%	per section	

	Fee Number	Current Fee	Full Cost Recovery Fee	Recommended Fee	Percent Change	Unit	Notes
Community Development							
SECTION E - COMMUNITY DEVELOPMENT							
Sewer Permit Application Fees: Permit Application, New (Sewer)	173	309.00	0.00	309.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Permit Application Fees: Permit Application, New (Onsite)	174	484.00	0.00	484.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Permit Application Fees: Permit Application, New (Offsite)	175	458.00	0.00	458.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Permit Application Fees: Permit Application, Revision (Sewer)	176	202.00	0.00	202.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Permit Application Fees: Permit Application, Revision (Onsite)	177	292.00	0.00	292.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Permit Application Fees: Permit Application, Revision (Offsite)	178	276.00	0.00	276.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Review Fees: Plan Review, New, Sewer -Class 1	179	735.00	0.00	735.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Review Fees: Plan Review, New, Sewer -Class 2	180	932.00	0.00	932.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Review Fees: Plan Review, New, Sewer -Class 3	181	1,129.00	0.00	1,129.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Review Fees: Plan Review, New, Sewer -Class 4	182	1,326.00	0.00	1,326.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Review Fees: Plan Review, New, Sewer -Class 5	183	1,524.00	0.00	1,524.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Review Fees: Plan Review, New, Sewer -Class 6	184	1,722.00	0.00	1,722.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Review Fees: Plan Review, New, Onsite -Class 1	185	833.00	0.00	833.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Review Fees: Plan Review, New, Onsite -Class 2	186	1,031.00	0.00	1,031.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Review Fees: Plan Review, New, Onsite -Class 3	187	1,228.00	0.00	1,228.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Review Fees: Plan Review, New, Onsite -Class 4	188	1,426.00	0.00	1,426.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Review Fees: Plan Review, New, Onsite -Class 5	189	1,821.00	0.00	1,821.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Review Fees: Plan Review, New, Onsite -Class 6	190	2,116.00	0.00	2,116.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Review Fees: Plan Review, New, Offsite -Class 1	191	784.00	0.00	784.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Review Fees: Plan Review, New, Offsite -Class 2	192	982.00	0.00	982.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Review Fees: Plan Review, New, Offsite -Class 3	193	1,179.00	0.00	1,179.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Review Fees: Plan Review, New, Offsite -Class 4	194	1,376.00	0.00	1,376.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Review Fees: Plan Review, New, Offsite -Class 5	195	1,573.00	0.00	1,573.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Review Fees: Plan Review, New, Offsite -Class 6	196	1,771.00	0.00	1,771.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Review Fees: Plan Review, Revised, Sewer -Class 1	197	537.00	0.00	537.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Review Fees: Plan Review, Revised, Sewer -Class 2	198	735.00	0.00	735.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Review Fees: Plan Review, Revised, Sewer -Class 3	199	932.00	0.00	932.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Review Fees: Plan Review, Revised, Sewer -Class 4	200	1,129.00	0.00	1,129.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Review Fees: Plan Review, Revised, Sewer -Class 5	201	1,241.00	0.00	1,241.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Review Fees: Plan Review, Revised, Sewer -Class 6	202	1,524.00	0.00	1,524.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Review Fees: Plan Review, Revised, Onsite -Class 1	203	637.00	0.00	637.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Review Fees: Plan Review, Revised, Onsite -Class 2	204	833.00	0.00	833.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Review Fees: Plan Review, Revised, Onsite -Class 3	205	1,031.00	0.00	1,031.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Review Fees: Plan Review, Revised, Onsite -Class 4	206	1,228.00	0.00	1,228.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Review Fees: Plan Review, Revised, Onsite -Class 5	207	1,426.00	0.00	1,426.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230

Note: Deposit for Plan Check Consultant required for applicable fees

	Fee Number	Current Fee	Full Cost Recovery Fee	Recommended Fee	Percent Change	Unit	Notes
Community Development							
SECTION E - COMMUNITY DEVELOPMENT							
Sewer Review Fees: Plan Review, Revised, Onsite - Class 6	208	1,821.00	0.00	1,821.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Review Fees: Plan Review, Revised, Offsite - Class 1	209	588.00	0.00	588.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Review Fees: Plan Review, Revised, Offsite - Class 2	210	784.00	0.00	784.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Review Fees: Plan Review, Revised, Offsite - Class 3	211	982.00	0.00	982.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Review Fees: Plan Review, Revised, Offsite - Class 4	212	1,179.00	0.00	1,179.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Review Fees: Plan Review, Revised, Offsite - Class 5	213	1,376.00	0.00	1,376.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
Sewer Review Fees: Plan Review, Revised, Offsite - Class 6	214	1,573.00	0.00	1,573.00	0.0%		per RES 9756 MPMC 14.04.060 County Code 20.36.230
General Plan Amendment (Deposit)	314	1,686.00	8,634.80	8,634.00	412.1%	Deposit	Direct Cost - City Attorney.
Development Agreement Review Deposit	315	15,295.00	16,088.30	16,088.00	5.2%	per activity	City Attorney : 3050
Zoning Fees- Zoning Fees- Cup/Variance Annual Review/Reinspection Fee	316	204.00	272.03	272.00	33.3%	Flat	
Zoning Fees- Zoning Fees- Recordable Covenants Fee	317	72.00	332.47	332.00	361.1%	Flat	
Zoning Fees- Zoning Fees- Zone Change (Deposit)	318	1,021.00	7,216.17	7,216.00	606.8%	Deposit	60
Zoning Fees- Zoning Fees- Modification to Specific Plan (Deposit)	319	1,021.00	6,573.37	6,573.00	543.8%	Deposit	120
Zoning Fees- Variance: SF Residential	320	383.00	3,213.22	3,213.00	738.9%	Flat	60
Zoning Fees- Variance: Other	321	958.00	3,213.22	3,213.00	235.4%	Flat	60
Zoning Fees- Minor Departure	322	204.00	194.95	195.00	-4.4%	Flat	
Zoning Fees- Code Amendment (Deposit)	323	1,021.00	8,284.69	8,285.00	711.5%	Deposit	120
Zoning Fees- Environmental Impact Report Deposit (In-House Review)	324	1,532.00	7,344.93	7,345.00	379.4%	Deposit	900
Zoning Fees- Environmental Impact Report Deposit (Consultant)	325	Consultant's cost	5,217.68	Consultant's cost	0.0%	15% Administrative Fee, Deposit	900
Zoning Fees- Administrative Citations: 1st Offense	326	100.00	302.14	100.00	0.0%	Flat	
Zoning Fees- Administrative Citations: 2nd Offense	327	250.00	302.14	250.00	0.0%	Flat	
Zoning Fees- Administrative Citations: 3rd Offense	328	500.00	302.14	500.00	0.0%	Flat	
Zoning Fees- Administrative Citations: Each additional offense thereafter	329	1,000.00	302.14	1,000.00	0.0%	per each additional offense after 3rd	
Zoning Fees- Negative Declaration (Deposit)	330	319.00	4,412.69	4,413.00	1283.4%	Deposit	240
Zoning Fees- Conditional Use Permit: Commercial	331	1,085.00	3,213.22	3,213.00	196.1%	Deposit	60
Zoning Fees- Conditional Use Permit: SF Residential	332	408.00	3,213.22	3,213.00	687.5%	Deposit	60
Zoning Fees- Site Plan Review	333	383.00	1,638.36	1,638.00	327.7%	Flat	
Zoning Fees- Hillside Plan Deposit (H-D Zone)	334	638.00	3,425.36	3,425.00	436.8%	Deposit	120
Zoning Fees- Precise Plan Deposit (P-D Zone)	335	638.00	7,896.03	7,896.00	1137.6%	Deposit	900
Zoning Fees- Extension of Time	336	255.00	394.14	394.00	54.5%	Flat	
Zoning Fees- Engineering Traffic Services (Trust Acct) (Billed at consultant's hourly rate) (Deposit)	337	383.00	383.00	383.00	0.0%	Deposit	Deposit Only
Zoning Fees- Radius Map & Mailing	338	319.00	90.17	90.00	-71.8%	Flat	
Zoning Fees- Temporary Use Permit	339	255.00	34.58	510.00	100.0%	Flat	
Zoning Fees- Tenant Mix/Leasing Review	340	160.00	2,596.04	2,596.00	1522.5%	Flat	
Zoning Fees- Appeal (to City Council)	341	510.00	1,515.29	1,515.00	197.1%	Flat	60
Zoning Fees- Certificate of Compliance	343	191.00	354.76	354.00	85.3%	Flat	
Zoning Fees- Lot Line Adjustment	344	510.00	1,385.94	1,386.00	171.8%	Flat	
Zoning Fees- Design Review Board: New Construction (10,000sf or less)	345	894.00	1,030.40	1,030.00	15.2%	Flat	
Zoning Fees- Design Review Board: New Construction (more than 10,000sf)	346	1,021.00	1,108.26	1,108.00	8.5%	Flat	
Zoning Fees- Design Review Board: Remodel (w/o increase in floor area) (more than 10,000sf)	347	638.00	1,030.40	1,030.00	61.4%	Flat	
Zoning Fees- Design Review Board: Remodel (w/ increase in floor area)	348	765.00	991.48	991.00	29.5%	Flat	
Zoning Fees- Design Review Board: Master Sign Plan	349	319.00	1,030.40	1,030.00	222.9%	plus \$13 each in excess of 3	
Zoning Fees- Design Review Board: Signs (New)	350	191.00	991.48	991.00	418.8%	Flat	
Zoning Fees- Design Review Board: Signs (Face Change)	351	128.00	44.58	45.00	-64.8%	Flat	
Zoning Fees- Temporary Banner Permit	352	32.00	30.06	30.00	-6.3%	Flat	
Zoning Fees- Condominium Homeowner's Registration	353	32.00	44.58	45.00	40.6%	per DU	
Zoning Fees- Annual Commercial Zoning Inspection	354	127.00	128.09	128.00	0.8%	Flat	
Zoning Fees- Annual Home Occupation Inspection	362	64.00	71.42	71.00	10.9%	per inspection	
Zoning Fees- Yard Sale Permit	365	6.00	15.03	15.00	150.0%	Flat	
Zoning Fees- Landscape Plan Check Fee (Deposit)	366	Actual cost	N/A	Actual Cost	0.0%		Actual Cost

Note: Deposit for Plan Check Consultant required for applicable fees

	Fee Number	Current Fee	Full Cost Recovery Fee	Recommended Fee	Percent Change	Unit	Notes
Community Development							
SECTION E - COMMUNITY DEVELOPMENT							
Zoning Fees- Code Enforcement Appeal	367	65.00	374.42	374.00	475.4%	per appellant	based on hourly - \$55/hr (min 3 hrs) + mileage @ \$0.58.5/mi which is set by the IRS
Building Plan Check Fee: Building Plan Check Fee, when applicable, shall be 81.2% of Permit Fee.	412	81.20% of Permit Fee	0.00	81.20% of Permit Fee	0.0%		Based on Hr. for plan checkers
Energy Plan Check- Each 1,000 square feet or fraction of floor area	414	80.00	0.00	80.00	0.0%		per RES 10823
Accessibility Plan Check: Each 1,000 square feet or fraction of floor area	416	80.00	0.00	80.00	0.0%		per RES 10823
Plan Check Fee for Plan Revisions (after permit is issued) Hourly Rate (min. 0.5 hr.)	417	116.00	0.00	116.00	0.0%	per hr (min. 0.5 hr)	per RES 10823
Miscellaneous Inspections: Re-Inspection (each)	418	80.00	0.00	80.00	0.0%	each	per RES 10823
Miscellaneous Inspections: Overtime Inspection (per hour)	419	116.00	0.00	116.00	0.0%	per hour	per RES 10823
Electrical Permit Fee- Permit Issuance Fee	420	34.00	0.00	34.00	0.0%		per RES 10823
Electrical Permit Fee- 600 Volts or less & not over 200 Amperes, Each Services	421	57.00	0.00	57.00	0.0%		per RES 10823
Electrical Permit Fee- 600 Volts or less & 200 to 1,000 Amperes, Each Services	422	116.00	0.00	116.00	0.0%		per RES 10823
Electrical Permit Fee- Over 600 Volts or over 1,000 Amperes, Each Services	423	231.00	0.00	231.00	0.0%		per RES 10823
Electrical Permit Fee- Sub-Panel or Switchboard	424	34.00	0.00	34.00	0.0%		per RES 10823
Electrical Permit Fee- Temporary Power Pole	425	57.00	0.00	57.00	0.0%		per RES 10823
Electrical Permit Fee- Power Apparatus: Motors, Generators, Transformers, Rectifiers, Synchronous Converters, Capacitors, Air Conditioners, Heat Pumps, Other Electrical Heating Systems, Cooking or baking equipment, each. Rating in Horsepower, Kilowatts or Kilovolt Amperes: Up to 1	426	34.00	0.00	34.00	0.0%		per RES 10823
Electrical Permit Fee- Power Apparatus: Motors, Generators, Transformers, Rectifiers, Synchronous Converters, Capacitors, Air Conditioners, Heat Pumps, Other Electrical Heating Systems, Cooking or baking equipment, each. Rating in Horsepower, Kilowatts or Kilovolt Amperes: Over 1 up to 10	427	69.00	0.00	69.00	0.0%		per RES 10823
Electrical Permit Fee- Power Apparatus: Motors, Generators, Transformers, Rectifiers, Synchronous Converters, Capacitors, Air Conditioners, Heat Pumps, Other Electrical Heating Systems, Cooking or baking equipment, each. Rating in Horsepower, Kilowatts or Kilovolt Amperes: Over 10 up to 50	428	139.00	0.00	139.00	0.0%		per RES 10823
Electrical Permit Fee- Power Apparatus: Motors, Generators, Transformers, Rectifiers, Synchronous Converters, Capacitors, Air Conditioners, Heat Pumps, Other Electrical Heating Systems, Cooking or baking equipment, each. Rating in Horsepower, Kilowatts or Kilovolt Amperes: Over 50	429	208.00	0.00	208.00	0.0%		per RES 10823
Electrical Permit Fee- Dishwasher, Disposal, Clothes Washer, Clothes Dryer, Bath Fans, Trolley Busways, each	430	23.00	0.00	23.00	0.0%	each	per RES 10823
Electrical Permit Fee- Branch Circuits (Including Circuit Breakers), each	431	11.00	0.00	11.00	0.0%	each	per RES 10823
Electrical Permit Fee- Receptacles, Switches, Fixtures, Junction Boxes, Other Outlets, each box	432	4.00	0.00	4.00	0.0%	each box	per RES 10823
Electrical Permit Fee- Illuminated Signs, Outline Lighting, Festoon Lighting, each transformer	433	34.00	0.00	34.00	0.0%	each transformer	per RES 10823
Electrical Permit Fee- Swimming Pools, no Spas	434	46.00	0.00	46.00	0.0%		per RES 10823
Electrical Permit Fee- Swimming Pools, with Spas	435	92.00	0.00	92.00	0.0%		per RES 10823
Electrical Permit Fee- Temporary Power Supply for Christmas Tree Sales, Fire Work Stands, Carnivals, Circuses, Exhibitions, etc., each system including lighting fixtures and outlets. Permits are required for new installation, replacement, or relocation of each item listed above.	436	34.00	0.00	34.00	0.0%		per RES 10823
Electrical Plan Check Fee: Electrical Plan Check fee shall be 81.2% of the Electrical Permit Fee, when plan check is required.	437	81.20% of Electrical Permit Fee	0.00	81.20% of Electrical Permit Fee	0.0%		per RES 10823
Plumbing Permit- Permit Issuance Fee	438	34.00	0.00	34.00	0.0%		per RES 10823

Note: Deposit for Plan Check Consultant required for applicable fees

	Fee Number	Current Fee	Full Cost Recovery Fee	Recommended Fee	Percent Change	Unit	Notes
Community Development							
SECTION E - COMMUNITY DEVELOPMENT							
Plumbing Permit- Each plumbing fixture including its water supply, trap, and drainage piping: Toilet, Urinal, Tub, Shower, or Combination, Mop Sink, Laundry Tray, Kitchen Sink, Bar Sink, Lavatory, Floor Drain, Floor Sink, Dishwasher, Clothes Washer, Drinking Fountain, Rainwater Drains, P-Trap, Water Treatment Equipment	439	23.00	0.00	23.00	0.0%		per RES 10823
Plumbing Permit- Water Piping, Drain Piping, Vent Piping, repair	440	23.00	0.00	23.00	0.0%		per RES 10823
Plumbing Permit- Water Supply System, Drainage System, Vent System, re piping each system	441	69.00	0.00	69.00	0.0%	each system	per RES 10823
Plumbing Permit- Backflow Preventor or Anti-Siphon Device, each	442	23.00	0.00	23.00	0.0%	each	per RES 10823
Plumbing Permit- Gas Piping, each meter	443	46.00	0.00	46.00	0.0%	per meter	per RES 10823
Plumbing Permit- Gas Outlet	444	11.00	0.00	11.00	0.0%		per RES 10823
Plumbing Permit- Commercial Grease Trap, Commercial Grease Interceptor, Industrial Waste Interceptor, Trailer Park Trap, each	445	57.00	0.00	57.00	0.0%	each	per RES 10823
Plumbing Permit- Sewer Connections, Sewer Extensions, each	446	46.00	0.00	46.00	0.0%	each	per RES 10823
Plumbing Permit- Sewer Caps, each	447	23.00	0.00	23.00	0.0%	each	per RES 10823
Plumbing Permit- Sump Pump Systems, Sewage Ejector Systems, each	448	57.00	0.00	57.00	0.0%	each	per RES 10823
Plumbing Permit- Pool, Spa, or Combination thereof, including trap and Piping	449	92.00	0.00	92.00	0.0%		per RES 10823
Plumbing Permit- Water Heater including water piping and vent system	450	51.00	0.00	51.00	0.0%		per RES 10823
Plumbing Plan Check Fee: Plumbing Plan Check fee shall be 81.2% of the Plumbing Permit fee, when plan check is required.	451	81.20% of Electrical Permit Fee	0.00	81.20% of Electrical Permit Fee	0.0%		per RES 10823
Mechanical Permit Fee- Permit Issuance Fee	452	34.00	0.00	34.00	0.0%		per RES 10823
Mechanical Permit Fee- Furnace or space heater: Up to 100M BTU.	453	46.00	0.00	46.00	0.0%		per RES 10823
Mechanical Permit Fee- Furnace or space heater: Over 100M BTU.	454	69.00	0.00	69.00	0.0%		per RES 10823
Mechanical Permit Fee- Compressor Boiler: Up to 3 HP or 100M BTU.	455	46.00	0.00	46.00	0.0%		per RES 10823
Mechanical Permit Fee- Compressor Boiler: Over 3 HP or 100M BTU., up to 15 HP or 500M B.T.U.	456	57.00	0.00	57.00	0.0%		per RES 10823
Mechanical Permit Fee- Compressor Boiler: Over 15 HP or 500M BTU., up to 30 HP or 1000M BTU.	457	92.00	0.00	92.00	0.0%		per RES 10823
Mechanical Permit Fee- Compressor Boiler: Over 30HP or 1 000M BTU.	458	162.00	0.00	162.00	0.0%		per RES 10823
Mechanical Permit Fee- Absorption Units, Evaporative Coolers, each	459	57.00	0.00	57.00	0.0%	each	per RES 10823
Mechanical Permit Fee- VA V Control Box	460	23.00	0.00	23.00	0.0%		per RES 10823
Mechanical Permit Fee- Diffusers or Registers, each	461	6.00	0.00	6.00	0.0%	each	per RES 10823
Mechanical Permit Fee- Vent Fan, Residential Hood, Appliance Vents, Duct Alteration/Repair, each	462	34.00	0.00	34.00	0.0%	each	per RES 10823
Mechanical Permit Fee- Commercial Hood including motor & duct	463	116.00	0.00	116.00	0.0%		per RES 10823
Mechanical Permit Fee- Metal Fireplace & Chimney, Oil Fired Equipment, Storage Tanks, Dipping Tanks, Appliance or Equipment not listed	464	46.00	0.00	46.00	0.0%		per RES 10823
Mechanical Permit Fee- Gas Outlet	465	1100.000%	0.00	1100.000%	0.0%		per RES 10823
Mechanical Plan Check Fee: Mechanical Plan Check fee shall be 81.2% of the Mechanical Permit Fee.	466	81.20% of Mechanical Permit Fee	0.00	81.20% of Mechanical Permit Fee	0.0%		per RES 10823
Other Trust/State Mandated Fee- Plans Archival/Records Management	467	0.100%	0.00	0.100%	0.0%	of Valuation	City Ordinance
Other Trust/State Mandated Fee- General Plan Revision Surcharge	468	0.200%	0.00	0.200%	0.0%	of Valuation	State Mandated
Other Trust/State Mandated Fee- Strong Motion Tax - State of California: Residential	469	0.00	0.00	0.00	0.0%	of Valuation	State Mandated
Other Trust/State Mandated Fee- Strong Motion Tax - State of California: Non-Residential	470	0.00	0.00	0.00	0.0%	of Valuation	State Mandated
Other Trust/State Mandated Fee-State Building Permit Surcharge Fee: \$1 - 25,000	471	1.00	0.00	1.00	0.0%		State Mandated
Other Trust/State Mandated Fee-State Building Permit Surcharge Fee: \$50,001 - 75,000	473	3.00	0.00	3.00	0.0%		State Mandated

Note: Deposit for Plan Check Consultant required for applicable fees

Fee Number	Current Fee	Full Cost Recovery Fee	Recommended Fee	Percent Change	Unit	Notes
Community Development						
SECTION E - COMMUNITY DEVELOPMENT						
Other Trust/State Mandated Fee-State Building Permit Surcharge Fee: \$75,001 - 100,000	474	4.00	0.00	4.00	0.0%	State Mandated
Other Trust/State Mandated Fee-State Building Permit Surcharge Fee: Every \$25,000 or fraction thereof above \$100,000	475	1.00	0.00	1.00	0.0%	Every \$25,000 or fraction thereof above \$100,000 State Mandated
Other Trust/State Mandated Fee-State Building Permit Surcharge Fee: (SBPS City Admin Costs)	476	0.10	0.00	0.10	0.0%	of SBPS Collected State Mandated
Public Safety Impact Fee (PSIF): New residential	477	2.32	0.00	2.32	0.0%	per sq. ft. Per RES 9801/11122
Public Safety Impact Fee (PSIF): New leasable area for non-residential	478	2.32	0.00	2.32	0.0%	per sq. ft. Per RES 9801/11122
Park Facility Fee: New Residential	479	700.00	0.00	700.00	0.0%	per dwelling unit Per RES 9145
Park Facility Fee: Any residential addition	480	150.00	0.00	150.00	0.0%	Per RES 9145
Park Facility Fee: Non-residential, new, or additions	481	1.00	0.00	1.00	0.0%	per sq. ft. Per RES 9145
Zoning Fees- Tentative Subdivision Map (Deposit)	342	1,085.00	3,002.82	3,003.00	176.8%	plus \$64 per lot/unit \$64 ea. Additional Deposit
Building Fees- Residential Property Report	355	128.00	225.74	226.00	76.6%	plus \$64 each additional unit after 1st
Building Fees- Commercial/Industrial Property Report	356	230.00	477.23	477.00	107.4%	plus \$26/ksf
Building Fees- Deputy Inspector	357	64.00	83.30	83.00	29.7%	plus \$32 ea. trade
Building Fees- Certificate of Occupancy: Temporary	359	255.00	256.92	257.00	0.8%	Flat
Building Fees- Certificate of Occupancy: Existing (Change of Occupancy)	360	160.00	294.81	295.00	84.4%	plus \$32 ea. 1,000 sqft
Building Fees- Certificate of Occupancy: New construction	361	64.00	118.16	118.00	84.4%	Flat
Building Fees- Building Permit Investigation Fee	363	25-150% of Permit Fee	0.00	25-150% of Permit Fee	0.0%	25-150% of Permit Fee
Building Fees- Building Reinspection	364	80.00	104.87	104.00	30.0%	Flat based on the scope of work
Building Fees- Appeal (to Modification Committee) (Deposit)	358	638.00	4,659.66	4,660.00	630.4%	Deposit
Energy Permit - Each 1,000 square feet or fraction of floor area	413	80.00	0.00	80.00	0.0%	per RES 10823
Accessibility Permit: Each 1,000 square feet or fraction of floor area	415	80.00	0.00	80.00	0.0%	per RES 10823
Other Trust/State Mandated Fee-State Building Permit Surcharge Fee: \$25,001 - 50,000	472	2.00	0.00	2.00	0.0%	State Mandated
Building Permit Fee	368	0.00	0.00	Valuation Based	0.0%	Refer to Valuation Schedule
Massage Establishment Background Application. (Initial Application Fee)	54	193.00	193.00	193.00	0.0%	per RES 11441
Massage Establishment Background Application. (Annual Renewal Application Fee)	55	130.00	130.00	130.00	0.0%	per year per RES 11441

Note: Deposit for Plan Check Consultant required for applicable fees

	Fee Number	Current Fee	Full Cost Recovery Fee	Recommended Fee	Percent Change	Unit	Notes
Public Works							
SECTION G - PUBLIC WORKS DEPARTMENT							
Address Change	614	638.00	774.59	775.00	21.5%		
Banner Permit	615	64.00	265.97	265.00	314.1%	each	
				15% of Building Plan Check Fee with a \$110 min and \$383 max. This is a fixed fee and applies to the first two (2) plan checks only. All additional plan checks shall be at cost plus 20%			
Building Permit Plan Check Fee (Engineering)	616		259.86		0.0%		Full Cost represents minimum effort
Concrete Permit Fee	618	96.00	80.04	80.00	-16.7%		
Concrete Inspection Fee (sidewalk)	619	19.14	272.58	273.00	1326.3%	plus \$0.64 per sq. ft.	\$114 minimum, then \$0.64 per sq. ft.
Concrete Inspection Fee (Curb/Gutter)	620	19.14	272.58	273.00	1326.3%	plus \$2.43 per in. ft.	\$114 minimum, then \$2.43 per in. ft.
Encroachment Permit Fee	621	108.00	379.31	379.00	250.9%		
Excavation Permit Fee	622	64.00	106.73	107.00	67.2%		
Excavation Inspection Fee	623	2.55	272.58	273.00	10605.9%	plus \$2.55 per sq. ft.	\$114 minimum, then \$2.55 per sq. ft.
Geology/Geotechnical Review Fee (1 Lot)	624	15% Admin. Cost 85% Consultant Cost \$2,674 min. deposit (1 Lot)	387.99	387.00	0.0%		plus \$2,640 min consulting fee deposit
Geology/Geotechnical Review Fee (2-6 Lots)	625	15% Admin. Cost 85% Consultant Cost \$2,808 min. deposit (2-6 Lots)	775.97	775.00	0.0%		plus \$3,300 min consulting fee deposit
Geology/Geotechnical Review Fee (7-11 Lots)	626	15% Admin. Cost 85% Consultant Cost \$4,212 min. deposit (7-11 Lots)	1,556.64	1,556.00	0.0%		plus \$5,500 min consulting fee deposit
Geology/Geotechnical Review Fee (12 or more Lots)	627	15% Admin. Cost 85% Consultant Cost \$5,616 min. deposit (12 or more Lots)	2,053.17	2,053.00	0.0%		plus \$6,600 min consulting fee deposit
Grading Permit Fee- (1 to 1,000 C/Y)	628	140.00	405.40	405.00	189.3%	plus \$0.370 per C/Y	
Grading Permit Fee- over 1,000 C.Y. but less than 10,000 C/Y	629	319.00	585.00	585.00	83.4%	plus \$0.05 per C/Y	
Grading Permit Fee- over 10,000 C.Y. but less than 50,000 C.Y.	630	549.00	807.91	807.00	47.0%	plus \$0.05 per C/Y	
Grading Permit Fee- over 50,000 C.Y. but less than 100,000 C.Y.	631	1,315.00	1,500.00	1,500.00	14.1%	plus \$0.05 per C/Y	Set by LA County
Grading Permit Fee- over 100,000 C/Y	632	1,953.00	2,000.00	2,000.00	2.4%	plus \$0.05 per C/Y	Set by LA County
Grading Plan Check Fee- (1 to 1,000 C/Y)	633	115.00	522.62	523.00	354.8%	plus \$0.290 per C/Y	
Grading Plan Check Fee- over 1,000 C/Y but less than 10,000 C/Y	634	294.00	609.24	609.00	107.1%	plus \$0.05 per C/Y	
Grading Plan Check Fee- over 10,000 C/Y but less than 50,000 C/Y	635	638.00	695.86	695.00	8.9%	plus \$0.013 per C/Y	
Grading Plan Check Fee- over 50,000 C/Y	636	1,149.00	866.22	866.00	-24.6%	plus \$0.011 per C/Y	
National Pollutant Discharge Elimination System (NPDES)- Consultant Cost	637	840.00	1,150.00	1,150.00	36.9%		Deposit covers 2 plan checks, addn'l cost for more plan checks
National Pollutant Discharge Elimination System (NPDES)- City Administrative Services	638	360.00	590.97	591.00	64.2%		Covers 2 plan checks, addn'l cost for more plan checks
Housemoving Permit Fee	639	153.00	461.99	462.00	202.0%		
Newsrack Permit Fee	640	64.00	207.44	207.00	223.4%	per newsrack per year	
Parcel Merge by Document	641	565.00	1,285.64	1,285.00	127.4%	per document	
Public Works Improvement Plan Checking Fee: for a cost of \$0-\$2,000	642	191.00	0.00	191.00	0.0%		per RES 10155
Public Works Improvement Plan Checking Fee: of cost over \$2,000 but less than \$75,000	643	191.00	0.00	191.00	0.0%	6.5% of cost over \$2,000 but less than \$75,000	per RES 10155
Public Works Improvement Plan Checking Fee: of construction cost over \$75,000 but less than \$150,000	644	6,247.00	0.00	6,247.00	0.0%	4.5% of construction cost over \$75,000 but less than \$150,000	per RES 10155
Public Works Improvement Plan Checking Fee: of construction cost over \$150,000	645	10,555.00	0.00	10,555.00	0.0%	3.35% of construction cost over \$150,000	per RES 10155
Public Works Improvement Inspection Fee- cost of \$0-\$25,000	646	128.00	0.00	128.00	0.0%	plus 12% of construction cost	per RES 10155
Public Works Improvement Inspection Fee- construction cost over \$25,000 but less than \$50,000	647	3,829.00	0.00	3,829.00	0.0%	plus 8.8% of construction cost	per RES 10155
Public Works Improvement Inspection Fee- construction cost over \$50,000 but less than \$75,000	648	6,637.00	0.00	6,637.00	0.0%	plus 8.2% of construction cost	per RES 10155
Public Works Improvement Inspection Fee- construction cost over \$75,000 but less than \$100,000	649	9,253.00	0.00	9,253.00	0.0%	plus 7.6% of construction cost	per RES 10155
Public Works Improvement Inspection Fee- construction cost over \$100,000 but less than \$200,000	650	11,678.00	0.00	11,678.00	0.0%	plus 6% of construction cost	per RES 10155
Public Works Improvement Inspection Fee- construction cost over \$200,000 but less than \$300,000	651	19,336.00	0.00	19,336.00	0.0%	plus 5% of construction cost	per RES 10155
Public Works Improvement Inspection Fee- construction cost over \$300,000 but less than \$400,000	652	25,717.00	0.00	25,717.00	0.0%	plus 4.5% of construction cost	per RES 10155
Public Works Improvement Inspection Fee- construction cost over \$400,000 but less than \$800,000	653	31,460.00	0.00	31,460.00	0.0%	plus 4% of construction cost	per RES 10155
Public Works Improvement Inspection Fee- construction cost over \$800,000	654	51,881.00	0.00	51,881.00	0.0%	plus construction cost	per RES 10155
Re-Inspection Fee	655	44.67	136.29	136.00	204.5%	per additional inspection	
Set of Engineering Division Standard Plans	656	38.29	80.04	80.00	108.9%	per set	Plus cost of materials
Sewer House Connection Permit Fee	658	108.00	594.83	595.00	450.9%		\$800 for outside of the City
Sewer Reconstruction Fee	660	1.34	354.40	354.00	26317.9%	per gallon of	
Slope Drain Re-Inspection/Citation (3rd & 4th Inspection)	661	60.20	272.58	273.00	353.5%	per inspection	

	Fee Number	Current Fee	Full Cost Recovery Fee	Recommended Fee	Percent Change	Unit	Notes
Public Works							
SECTION G - PUBLIC WORKS DEPARTMENT							
Subdivision Tract Map Checking Fee	662	590.00	1,278.47	1,278.00	116.6%		plus \$4,869 or 70% of Los Angeles County fee schedule plus \$4,869 consulting fee
Subdivision Parcel Map Checking Fee	663	590.00	1,278.47	1,278.47	116.7%		plus \$4,596 or 70% of Los Angeles County fee schedule plus \$4,596 consulting fee
Subdivision Monument Inspection Fee	664	89.00	176.13	176.00	97.8%		plus \$26 per boundary monument
Subdivision Map Guarantee	665	191.00	86.62	87.00	-54.5%		Refundable deposit.
Subdivision CCR (Review By City Attorney)	666	2,500.00	86.62	2,500.00	0.0%	Deposit	Deposit for Plan check by City Attorney
Traffic Engineering Plan Check Fee	667	15% of Building Plan Check Fee. \$319 min for Condominiums, Multiple Units, Commercial and Industrial Buildings.	1,339.55	1,340.00	0.0%		This is a fixed fee and applies only to the first two plan checks. Any additional plan checks will be charged at cost
Waste and Recycling Collection Permit Application	668	383.00	483.88	484.00	26.4%		
Permit Appeal	669	511.00	483.88	484.00	-5.3%		
Transportation Permit Fee	670	16.00	164.09	165.00	931.3%	per permit	
Penalty Fees: Concrete Permit	671	96.00	374.84	375.00	290.6%	per violation	
Penalty Fees: Encroachment Permit	672	108.00	374.84	375.00	247.2%	per violation	
Penalty Fees: Excavation Permit	673	64.00	374.84	375.00	485.9%	per violation	
Penalty Fees: Grading Permit	674	Penalty shall be dependant upon the amount of earth moved illegally. Fee shall be 100% of the basic permit fee for the cubic yards of dirt illegally	374.84	375.00	0.0%		
Penalty Fees: Housemoving Permit	675	153.00	374.84	375.00	145.1%	per violation	
Penalty Fees: Newsrack Impound Fee	676	102.00	374.84	375.00	267.6%	per violation	
Penalty Fees: Sewer House Connection Permit	677	128.00	374.84	375.00	193.0%	per violation	
Penalty Fees: Transportation Permit Fee	678	16.00	374.84	375.00	2243.8%	per violation	

Staff Report City of Monterey Park

**New Business
Agenda Item 12**

DATE: JUNE 5, 2013

TO: PAUL TALBOT, CITY MANAGER
**FROM: ROBERT QUINTERO, INTERIM DIRECTOR OF PUBLIC WORKS/
COMMUNITY DEVELOPMENT**
SUBJECT: HEAL BIKE PLAN GRANT

In partnership with Day One, a community based non-profit organization, the City was successful in securing a competitive grant from the Los Angeles County Department of Public Health to develop a regional bike plan that is composed of city-specific master plans for each participating city. Staff is requesting that City Council approve the Resolution that stipulates the City's responsibility in this project.

DISCUSSION:

In partnership with Day One and Bike San Gabriel Valley, the City joined four cities in submitting a grant application to the Los Angeles County Department of Public Health's HEAL (Healthy Eating Active Living) program to develop a regional bike plan. Day One is a community-based non-profit organization with 25-years of experience in providing public health education, intervention, and policy development to the communities in the Los Angeles area. Its mission is to build vibrant, healthy cities by advancing public health, empowering youth and igniting change. Bike San Gabriel Valley is the bicycle advocacy group for the San Gabriel Valley and its mission is to make the San Gabriel Valley a safer, healthier, and more enjoyable place for cycling. The four other participating cities include South El Monte, La Puente, San Gabriel and Baldwin Park.

The grant application has been successful in securing \$475,000 to carry out the 3.5-year multi-jurisdictional initiative that is composed of the two following strategies:

1. A **Regional Bicycle Master Plan** for the five San Gabriel Valley communities;
2. A **Youth-focused Bike Cooperative** to provide youth and low income residents of the project area a space to repair and maintain bicycles at low cost, as well as learn how to perform basic bicycle maintenance.

The City currently does not have an updated Bicycle Master Plan. The development of the Regional Bicycle Master Plan will include a City specific master plan.

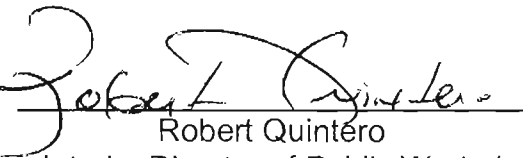
The County requires that each participating city, adopt the Resolution that stipulates its responsibilities to the project. The City will be required to assign staff to work on the plan and a City Council member to sit on the Blue Ribbon Committee to provide input.

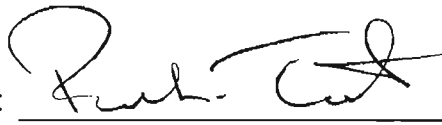
FISCAL IMPACT:

There is no fiscal impact to the City. The HEAL grant does not require local matching funds.

RECOMMENDATION:

Staff requests that City Council appoint a Council Member to serve on a Blue Ribbon Committee and adopt the Resolution to participate in the HEAL Bike Plan project.

By: 
Robert Quintero
Interim Director of Public Works/
Community Development

Approved: 
Paul Talbot
City Manager

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO WORK ON THE SAN GABRIEL VALLEY REGIONAL BICYCLE MASTER PLAN FUNDED BY THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH HEAL GRANT.

The City Council of the City of Monterey Park does hereby resolve as follows:

SECTION 1: The City Council finds and declares as follows:

- A. The City of Monterey Park is a partner to Day One which was awarded a Health Eating Active Living ("HEAL") grant from the Los Angeles County Department of Public Health ("DPH") through the Center for Disease Control and Prevention ("CDC") Community Transformation Grant ("CTG") for the development of the San Gabriel Valley Regional Bicycle Master Plan Project; and
- B. The City supports the San Gabriel Valley Regional Bicycle Master Plan Project, whose goals are to promote bicycling as a means to decrease childhood and adult obesity resulting from lack of physical activity, and to create a Bicycle Master Plan that leads to an accessible bikeway network connecting the following five San Gabriel cities to each other and to Greater Los Angeles County for the general benefit of all County residents.

SECTION 2. The City Council endorses the San Gabriel Valley Regional Bicycle Master Plan Project.

SECTION 3. The City Manager, or designee, is authorized to provide a staff liaison to accomplish all tasks for which the City is involved in as described in the attached Scope of Work including:

- Introduce the BikeSGV Initiative Coordinator (Program Manager) to key city staff
- Participate in and host jurisdiction wide community meetings and city hearings
- Draft and/or review council memos, documents and code, assist with moving documents through the city approval process
- Review, give direction and provide feedback on draft documents in a timely fashion
- Assist on bicycle and pedestrian counts and field surveys of bicycle users
- Participate in and help convene a Technical Advisory Committee with staff from neighboring cities included in the San Gabriel Valley Regional Bicycle Master Plan.

SECTION 4. The City Manager, or designee, is also authorized to establish an internal city work group with members of key departmental liaisons to help develop and review the San Gabriel Valley Regional Bicycle Master Plan policies and programs.

SECTION 5. Councilmember _____ is appointed to serve on a Blue Ribbon Committee and provide input on the development of the San Gabriel Valley Regional Bicycle Master Plan.

SECTION 6. This Resolution will take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED this 5th day of June, 2013.

Teresa Real Sebastian, Mayor

ATTEST:

State of California)
County of Los Angeles) SS
City of Monterey Park)

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the City Council of the City of Monterey Park duly approved and adopted the foregoing Resolution No. at a regular meeting of said Council held on the 5th day of June, 2013, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: _____
Karl H. Berger, Assistant City Attorney

Staff Report City of Monterey Park

**New Business
Agenda Item 13**

DATE: June 5, 2013

TO: Paul Talbot, City Manager
FROM: Dan Costley, Recreation & Community Services Director
SUBJECT: Commissions, Boards and Committees

It is recommended that the City Council consider introducing and waiving first reading of an ordinance that will update the manner in which the City's numerous commissions, boards and committees are established and conduct business. The new ordinance will supersede current ordinances that pertain to the Commissions, Boards and Committees, collectively "Commissions".

DISCUSSION:

The City of Monterey Park currently has 16 Commissions/Boards/ and Committees, with 124 seats.

At the April 23, 2013 study session, after discussion with staff, the City Council provided direction on steps for improving the manner in which persons are appointed to various commissions, boards and committees and the way in which they conduct business.

Following are the steps that were recommended:

1. Consolidate Commissions/Boards & Committees that have similar missions:

A. Combine the Art & Culture Commission, the Historical Heritage Commission, and the Community Relations Commission, to form a ten member Community Participation Commission that coordinates activities & programs with seven non-voting youth members. This commission would seek out & publicize artistic, cultural, and historic exhibits, performances and opportunities that would bring the community together. Traditional activities such as the Artisans' Faire, Holiday Home Decorating Contests, and the Car Show would still continue.

B. Combine the Design Review Board with the Modification Committee. This five member Board would ensure the high quality of design standards in building and development projects, as well as making recommendations on materials and construction requirements of the City's building code.

2. Membership:

A. The term of each appointment would be one year, and would require members, (unless otherwise provided) be residents of the City, which would be verified annually by the City Clerk's office. A member may not serve more than eight consecutive terms on the same commission.

B. Each council member would be allowed to individually appoint one qualified member to commissions with five members, and two qualified members to commissions with ten members. This would not be the case for the Library Board, Personnel Board, or Sister Cities Commission, which would retain their current membership rules.

C. Unless otherwise provided, if a committee member fails to attend three consecutive meetings, unless excused for cause by the appointing council member, that member's office would be deemed vacant.

D. Commission members may serve on only one commission at a time, and serve at the pleasure of the appointing council member.

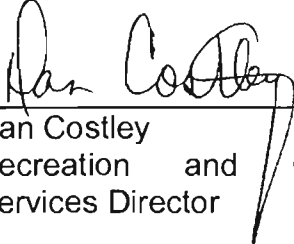
The draft Ordinance, if adopted, would implement these items. Additionally, the Ordinance would allow the City Council to establish future advisory boards, committees and commissions by resolution. In essence, the procedures implemented by the Ordinance will act as the "default" provision for all future advisory boards, committees, and commissions.

While a number of the City's existing boards, committees, and commissions would change after the effective date of this Ordinance, several would not. Specifically, the Planning Commission, Library Board of Trustees and Personnel Board would not be substantively affected by this Ordinance (the method for appointing Planning Commissioners would change slightly, but its duties would not).

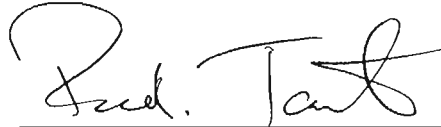
Accompanying this Ordinance is a "master" resolution which establishes the boards, commissions, and committees outlined above. As may be seen, this resolution will implement the City Council's direction given on April 23, 2013. The resolution would become effective at the same time as the Ordinance.

RECOMMENDATION:

1. Staff recommends that the City Council introduce and waive first reading of Ordinance No._____. Second reading and adoption would occur on June 19, 2013;
2. Staff recommends that the City Council adopt Resolution No._____ which will become effective on the same date as Ordinance No._____; and
3. Take such additional, related, action that may be desirable.

By: 

Dan Costley
Recreation and Community
Services Director

Approved: 

Paul Talbot
City Manager

ORDINANCE NO. _____

AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE CHAPTER 2.82 IN ITS ENTIRETY REGULATING GENERAL REQUIREMENTS FOR CITY COMMISSIONS, BOARDS, AND COMMITTEES; AMENDING REGULATIONS AFFECTING THE DESIGN REVIEW BOARD; AND REPEALING MPMC SECTIONS RELATING TO CERTAIN CITY COMMISSIONS, BOARD, AND COMMITTEES.

The City Council of the City of Monterey Park does ordain as follows:

SECTION 1: The City Council finds and declares as follows:

- A. The City Council continues to take steps for improving the manner in which persons are appointed to various commissions, boards, and committees created by the Council and the Monterey Park Municipal Code ("MPMC");
- B. It is the City's intent to make the appointment process more open and to encourage persons seeking to serve their community to seek appointment to the many available positions;
- C. This ordinance will reconcile the City's long-standing appointment policies and procedures with the regulations set forth in the MPMC.

SECTION 2: MPMC Chapter 2.82 is amended in its entirety to read as follows:

"Chapter 2.82

**GENERAL REQUIREMENTS FOR CITY
COMMISSIONS, BOARDS, AND COMMITTEES**

§ 2.82.10 Purpose.

This chapter is adopted for the purpose of setting forth the enabling provisions establishing the City's various bodies, boards, and commissions (collectively "committees") that assist the city council in conducting public business and prescribing the manner in which persons may be appointed to such committees. Additional committees may be created by city council resolution.

§ 2.82.20 Compensation.

The city council may, by resolution, determine whether, and in what

amount, compensation will be provided for members of the committees established by this division. Without a city council resolution establishing compensation, it is conclusively presumed that no compensation is to be provided.

§ 2.82.30 Further provisions.

- A. Member qualifications and/or committee duties or responsibilities may be revised or amended by city council resolution.
- B. Members of the Library Board and Personnel Board are not subject to this Chapter, other than Section 2.82.30 (c).
- C. Persons serving on one committee cannot simultaneously serve on another committee.

§ 2.82.40 Membership.

- A. Unless otherwise provided, committees established pursuant to this division consist of five (5) members who are appointed individually, one per city council member, in the manner provided by this chapter. Three (3) members constitute a quorum. The city manager may designate an ex-officio staff person to serve as secretary and custodian of records who will not have a vote.
- B. Unless otherwise provided, during their incumbency all members must be, and remain, a resident in fact of the city. Residency will be verified annually by the city clerk's office. Should any member cease to be a city resident, that office is deemed vacant and the term of such member terminated. The secretary will notify the city council and the city clerk of such termination as soon as administratively possible.
- C. Convicted felons cannot serve on committees.

§ 2.82.50 Terms of Office.

- A. Unless otherwise provided by law or resolution, each member may serve for a one year term. No person may serve more than eight consecutive terms on the same commission. If an individual separates from serving on a board or commission, such person cannot be reappointed to the same board or commission for at least twelve consecutive months. A person cannot serve on more than one board or commission at the same time.
- B. Unless otherwise provided, all committee members will serve until a

successor is qualified and appointed.

§ 2.82.60 Appointment Procedures.

- A. Persons seeking appointment to a committee should file applications, in a form prescribed by the city clerk, or designee, to the city clerk's office.
- B. Unless otherwise provided, each councilmember may appoint one person to a particular board or commission. Persons nominated by a councilmember are announced at a council meeting, but the nomination does not require ratification by council action.
- C. Every term begins May 1 and ends April 30 of the following year.

§ 2.82.70 Removal by City Council.

Notwithstanding any other provision of this chapter, all members serve at the pleasure of the appointing city council member and may be removed by that council member at any time.

§ 2.82.80 Organization.

- A. Each May, a committee will annually organize and elect a chairperson and vice-chairperson from its membership for a one-year term. In the chairperson's or vice-chairperson's absence or disability, the committee may designate a chairperson or vice-chairperson pro tempore.
- B. Regular meetings may be held on a day and time established by committee resolution and may be amended from time to time.
- C. Committees may establish a procedure for calling special meetings and may also adopt application requirements, meeting procedures, and other reasonable rules and regulations for conducting business. Minutes must be kept of all meetings and the secretary will deliver copies of minutes to the city clerk for filing.
- D. Committees may designate one (1) of its members, or a subcommittee composed of not more than two (2) members, to study, review, consider, or make recommendations concerning any matter within the committee's purview.

§ 2.82.90 Nonattendance.

- A. Unless otherwise provided, if a committee member fails to attend

three (3) consecutive meetings, unless excused for cause by the appointing council member, that member's office is deemed vacant and the member's term ended. The committee secretary must immediately notify the city council and city clerk of such termination.

- B. Any member of any city commission, board or committee appointed by a city council member, and terminated from said commission, board or committee for absences, whether excused or unexcused, cannot be nominated for appointment to any city commission, board or committee for a period of twelve months after said termination became effective.

§ 2.82.100 Vacancy.

If a vacancy occurs other than term expiration, notice must be given to the city council and city clerk. The appointing city council member may appoint a new member in accordance with this chapter for the remaining portion of the term, subject to the Maddy Act (Government Code §§ 54970, et seq.); any partial term of service will count as a full year toward the term of office."

SECTION 3: Design Review Board. MPMC § 2.78.010 is amended in its entirety to read as follows:

"2.78.010 Created.

There is created and established a design review board. The design review board will ensure the high quality of design standards in building and development projects, as well as making recommendations on materials and construction requirements of the City's building code. Members of the design review board may either be residents of the city or persons maintaining a business license in the city and it is recommended members have a background as an architect, planner, landscape architect, civil engineer building contractor, or a practicing licensed electrician."

SECTION 4: Repeal and dissolution of Committees in MPMC. The following chapters are repealed and, except as established by separate City Council resolution pursuant to MPMC Chapter 2.82, the respective committees are dissolved: Chapter 2.60 (Recreation and Park Commission); Chapter 2.62 (Historical-Heritage Commission); Chapter 2.64 (Community Relations Commission); Chapter 2.66 (Commission on Aging); Chapter 2.68 (Board of Parking Place Commissioners); Chapter 2.72 (Community Redevelopment Agency); Chapter 2.76 (Modification Committee); Chapter 2.92 (Art and Culture Commission); Chapter 2.94 (Economic Development Advisory Commission); Chapter 2.96 (Environmental Commission); and § 5.82.120 (BIDAC Advisory

Commission).

SECTION 5: *Planning Commission Membership.* MPMC § 2.56.020 is repealed regarding Planning Commission membership. The number of planning commissioners, and the method of appointment, will be governed by MPMC Chapter 2.82 as amended by this Ordinance.

SECTION 6: *Traffic Commission Membership.* MPMC § 2.90.010 is repealed regarding Traffic Commission membership. The number of traffic commissioners, and the method of appointment, will be governed by MPMC Chapter 2.82 as amended by this Ordinance.

SECTION 7: *Preservation.* Repeal or amendment of any provision of the MPMC, or any other City resolution or ordinance herein will not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 8: *Environmental Review.* This ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA regulations (14 California Code of Regulations §§ 15000, et seq.) because it consists only of revisions and clarifications to existing codes and procedures regarding appointing persons to City commissions, boards, and committees. Adoption of this ordinance will not have the effect of deleting or substantially changing any regulatory standards or required findings.

SECTION 9: *Severable.* If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 10: *Certification.* The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the city of Monterey Park's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 11: *Effective Date.* This Ordinance will take effect on the 31st day following its final passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 20__.

Teresa Real Sebastian,
Mayor

ATTEST:

Vincent Chang,
City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: _____
Karl H. Berger,
Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF MONTEREY PARK)

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Ordinance No. _____ was introduced, and placed upon its first reading at a meeting of the City Council of the City of Monterey Park, held on the _____ day of _____, 2013. That thereafter on the day of _____, 2013, said Ordinance was duly passed, approved and adopted by the following vote:

Ayes:	Council Members:
Noes:	Council Members:
Absent:	Council Members:
Abstain:	Council Members:

Dated this _____ day of _____, 2013.

Vincent D. Chang, City Clerk
City of Monterey Park, California

RESOLUTION NO. _____

**A RESOLUTION ESTABLISHING VARIOUS BOARDS AND
COMMISSION IN ACCORDANCE WITH CHAPTER 2.82 OF
THE MONTEREY PARK MUNICIPAL CODE.**

BE IT RESOLVED by the Council of the City of Monterey Park as follows:

SECTION 1: Unless otherwise provide by this Resolution, all Boards and Commissions established by this Resolution will conform with Monterey Park Municipal Code ("MPMC") Chapter 2.82 as to membership, terms, and procedures.

SECTION 2: **Commission on Aging.** The City Council establishes a Commission on Aging as follows:

A. *Membership.* The Commission on Aging will consist of ten individuals. Each councilmember may appoint two individuals to the Commission on Aging in accordance with MPMC Chapter 2.82.

B. *Responsibilities.* The Commission on Aging may undertake the following activities:

1. Provide liaison and coordination among the senior citizen community, the city council, the recreation and parks commission, the community relations commission, community service organizations, and other governmental and private agencies in relation to aging;
2. Promote and encourage community interest and responsibility to correct and prevent problems of aging;
3. Obtain resources for available grants and funds for senior citizen projects;
4. Improve the physical and social environment with respect to senior citizens;
5. Obtain and distribute resource information for various services intended to benefit senior citizens such as legal aid, medical programs, housing and transportation;
6. Encourage established agencies to take responsibility for meeting needs as they are discovered and to take all appropriate action;

7. Develop and assist in planning appropriate services or projects if existing agencies are unable to meet the need;
8. Participate in the establishment of the policy and/or program development of such service or project during and after its formulation; and
9. Act in an advisory capacity to the city council in all matters pertaining to senior citizen problems.

SECTION 3: Business Improvement District Advisory Committee. The City Council establishes a Business Improvement District Advisory Committee as follows:

- A. *Membership.* Members serving on the Business Improvement District Advisory Committee must own or operate a business within the business improvement district.
- B. *Responsibilities.* The Business Improvement District Advisory Committee may undertake the following activities:
 1. Make recommendations to the City Council regarding operations and marketing for the downtown business area;
 2. Make recommendations to the City Council regarding the methods and ways in which the revenue is derived from the charges, assessments and contributions imposed or authorized by Chapter 5.82 of this Code and California Streets and Highways Code §§ 36500, *et.seq.*

SECTION 4: Youth Advisory Board. The Youth Advisory Board established by Resolution No. 9939 and Resolution No. 9984 is dissolved and Resolution Nos. 9939 and 9984 are repealed.

SECTION 5: Community Participation Commission. The City Council establishes a Community Participation Commission as follows:

- A. *Membership.* The Community Participation Commission will consist of ten members plus seven non-voting youth members. Each councilmember may appoint two individuals to the Community Participation Commission in accordance with MPMC Chapter 2.82.
- B. Youth members will be selected by the Community Participation Commission as follows:
 1. Three members from the Alhambra Unified School District;

2. Two members from the Montebello Unified School District;
3. Two members at large from the community to accommodate students attending private schools
4. Members must be currently attending high school or attended within the last six months.

C. *Responsibilities.* The Community Participation Commission may undertake the following activities:

1. Coordinate activities and programs with the Youth Advisory Board;
2. Seek out and publicize artistic, cultural and historic exhibits, performances and opportunities that enhances the community;
3. Increase public awareness and appreciation of Monterey Park's history and heritage;
4. Preserve memorabilia and records of the history of Monterey Park and maintain a written history of the city;
5. Conduct and recommend programs which will increase good will among residents of the community and open new opportunities into all phases of community life for all residents;
6. To make residents aware of the services, programs and organizations available in the community;
7. Provide information and opportunities for newcomers to become involved in the community;
8. Foster mutual regard and understanding among all racial, religious and ethnic groups in the community;
9. Participate in community affairs;
10. Promote and encourage community interest and responsibility to correct and prevent conditions of neighborhood blight and deterioration by developing programs and resources in order to provide for a more suitable living environment for all residents;
11. Involve youths in community activities; and

12. Act in an advisory capacity to the city council on all matters pertaining to the city's community participation activities.

13. Review existing youth programs and make recommendations to improve these programs;

14. Inform the Community Participation Commission and City Council of the needs, concerns, achievements, goals and problems of the youth in the community;

15. Promote increased interest and participation among the youth in community affairs;

16. Foster increased understanding between youth groups within the community by providing conflict resolution; and

17. Provide an annual report to the City Council via the Community Participation Commission regarding the status of the community's youth.

D. *Responsibilities—Discharge.* The Community Participation Commission may discharge its responsibilities by:

1. Holding conferences and other public meetings in the interest of constructive resolution of tensions, prejudices, discriminations, irritations and neighborhood blight and deterioration in the community, and issuing such publications and reports as will tend to effectuate said purposes;

2. Enlisting the cooperation and participation of various community organizations, religious and ethnic groups, fraternal and benevolent associations and other organizations in educational campaigns devoted to fostering among diverse groups mutual respect, justice and equity;

3. Mediating disputes involving community relations when requested to do so with all parties to the dispute and the city council; and

4. Printing and distributing informational material approved by the city council.

E. *Responsibilities—Discharge—Limitation.* The Community Participation Commission may discharge its responsibilities as set forth in this Section, except as follows:

1. It cannot represent itself to be, nor in any way act for or on behalf of, the city council, nor can it commit the officers, employees or staff of the city in any manner or to any course of action. To the contrary, it must act as a study center and clearing house for advisory action to the city council;
2. It cannot encroach into any area preempted by state or federal law;
3. It must forward all of its findings and recommendations to the city council before public release and refrain from utilizing such Community Participation Commission as a political platform;
4. In general it must seek, in a calm, dignified and unemotional manner, to make this city a better place in which all persons young, old, of whatsoever origin, race, creed, nationality, or religion, and regardless of background, viewpoint, politics, philosophies, color, credo or disability, may live in dignity, mutual respect, esteem and peace and harmony, one with the other.

SECTION 6: Economic Development Advisory Commission. The City Council establishes an Economic Development Advisory Commission as follows:

- A. *Membership.* Each member must be either a resident of the city or have business experience with a background in finance, economics or development.
- B. *Responsibilities.* The Economic Development Advisory Commission may undertake the following activities:
 1. Monitor implementation of the most current economic development strategic plan adopted by the city council;
 2. Recommend updates or amendments to the economic development strategic plan as deemed necessary;
 3. Provide the city council with annual reports on progress towards meeting economic and community development goals as identified in the economic development strategic plan; and
 4. Act in an advisory capacity to the city council on the needs of local businesses, and the availability of economic development opportunities and resources.

SECTION 7: Environmental Commission. The City Council establishes an Environmental Commission as follows:

A. *Membership.* The Environmental Commission will consist of five members plus two ex officio youth members appointed by the Environmental Commission. Each member may be a resident of the city of Monterey Park, an individual operating or working in the city of Monterey Park, or a professional or scholar in the environmental field.

B. *Responsibilities.* The Environmental Commission may undertake the following activities:

1. Develops and implement policies and procedures relevant to the environment and sustainability of the community;
2. Promote programs to increase the education and awareness of the environment, in addition to providing direct benefits to individual residents and businesses through dollar savings;
3. Investigate potential funding in order to implement programs directly in the community and to operate the activities of the commission;
1. Monitor legislative activities that would affect the city and provide recommendations to the city council;
4. Undertake such activities as directed by the city council for other issues deemed necessary as the environmental integrity of the city that affects numerous areas of municipal government, planning, transportation, air quality, congestion management, and community improvement; and
5. Serve in advisory capacity to the city council on issues deemed relevant to the environment and sustainability of the city.

SECTION 8: Recreation and Parks Commission. The City Council establishes a Recreation and Parks Commission as follows:

A. *Membership.* The Recreation and Parks Commission will consist of five members plus ex officio member(s) as approved by the city manager or it's designees. Regular members cannot hold any paid office or employment in the city government.

B. *Responsibilities.* The Recreation and Parks Commission may undertake the following activities:

1. Act in advisory capacity to the city council and administrative personnel in all matters pertaining to parks, parkways and public recreation and to cooperate with other governmental agencies and civic groups in the acquisition, planning and programming thereof;
2. Formulate and propose policies on recreation services for approval by the city council;
3. Make periodic inventories of recreation services that may be needed and interpret the needs of the public to the city council and administration;
4. Aid in coordinating the recreation services with the programs of other governmental agencies and voluntary organizations;
5. Inform the public of the policies and functions of the recreation and parks program; and
6. Inform, advise and cooperate with boards of education and boards of school trustees of school districts comprising a part of the city or being immediately adjacent to the city to the extent that such information, advice and cooperation shall be proper and desirable in preparing, revising or carrying out the park or recreation program of the city.

SECTION 9: This Resolution is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*, "CEQA") and CEQA regulations (14 California Code of Regulations §§ 15000, *et seq.*) because it consists only of revisions and clarifications to existing codes and procedures regarding appointing persons to City commissions, boards, and committees. Adopting this Resolution will not have the effect of deleting or substantially changing any regulatory standards or required findings.

SECTION 10: This Resolution will become effective on the same date as Ordinance No. ____ and will remain effective unless repealed or superseded.

SECTION 11: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

PASSED AND ADOPTED this _____ day of June, 2013.

Teresa Real Sebastian,
Mayor

ATTEST:

Vincent Chang,
City Clerk

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By: _____
Karl H. Berger,
Assistant City Attorney

State of California)
County of Los Angeles) ss.
City of Monterey Park)

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. _____ was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the _____ day of _____, 2013, by the following vote:

Ayes: Council Members:
Nays: Council Members:
Absent: Council Members:
Abstain: Council Members:

Dated this day of , 2013.

Vincent D. Chang, City Clerk
Monterey Park, California

STAFF REPORT

City of Monterey Park

DATE: June 5, 2013

TO: PAUL TALBOT, CITY MANAGER

FROM: DONNA M. RAMIREZ, ACTING ECON. DEVELOPMENT SPECIALIST

SUBJECT: CONSIDERATION OF A LEASE BETWEEN THE CITY OF MONTEREY PARK AND
MP MONTEREY PARK GOLF, LLC FOR OPERATION OF THE MONTEREY PARK
GOLF COURSE

BACKGROUND

On September 23, 1970, the City of Monterey Park entered into a lease agreement with Chong Op Kim, Kum Ok Kim, George Ahn, and Mary Ahn. On September 1, 1999 the City executed the first amended and restated lease with M.P.G.C. Limited Partnership, which is the current golf course operator.

Mr. Val Kim has been the onsite operator for M.P.G.C. and successfully operated the golf course for many years. Throughout those years, Mr. Kim provided a wonderful recreation program that included partnering with the City's Recreation Department and local schools to teach youth the game of golf. His community partnership was not limited to golf activities. For several years, Mr. Kim was a major sponsor of the Crystal Youth Awards; proving him to be a strong financial supporter of youth in the city.

The owners of M.P.G.C. Limited are at a point in their lives where they would like to retire. Recently, M.P.G.C. was approached by the firm of LWL Investment Group, LLC. (LWL), to discuss taking over operation of the golf course.

DISCUSSION

The firm of LWL Investment Group, LLC is owned by Mr. Don Keunmim Lee and Stephen Whang. Mr. Lee has several investment interests which include ownership of an apparel manufacturing business, hotel investments, commercial rentals and golf courses. Mr. Whang is a CPA and a partner of LWL Investment Group.

The daily operation of the golf course will be managed by Justin Kim and James Stull. Both Mr. Kim and Mr. Stull have extensive experience in golf course management. Justin Kim the owner's representative and special consultant for the daily financial transactions for the Arrowood Golf Course and Operations Manager. James Stull is a member of the PGA and in charge of the daily operations of the Arrowood Gold Course. Mr. Stull also develops the golf programs and special events at the golf course and is the Director of Marketing and Sales. (Exhibit "A": Justin Kim's and James Stull's Experience)

LWL is proposing entering into a new lease with the city for operation of the golf course. As part of the new operations, LWL has created the new entity "MP Monterey Park Golf, LLC" (MP Golf), a wholly-owned subsidiary of LWL. (Exhibit "B": Lease)

Justin Kim, James Stull, and Val Kim met with city staff to discuss the possibility of entering into a lease agreement for operation of the golf course.

MP Golf wishes to enter a lease with the City of Monterey Park for a term of 20 years with the possibility of two (2) ten-year extensions. During the first 12 months of the initial 20 year lease, MP Golf will invest \$900,000 to upgrade the golf course. To ensure the city that MP Golf adheres to their commitment to invest in the golf course the level of funds stated in negotiations and within the timeframe promised, the lease is written with a clause that provides the city the option to terminate the lease in event MP Golf defaults on the investment commitment.

Additional capital improvements will be made by MP Golf of at least \$500,000 for each 10-year time extension.
(Exhibit "C": 3 Year Restoration Plan)

Upgrades proposed by MP Golf include items such as, addition of a state-of-the-art automated ball teeing system, new merchandise, and updating the aging buildings. The automated system will make it fun for all ages to hit balls, while making it economically efficient. MP Golf will increase the inventory of golf merchandise with updated items and invite golf vendors such as Taylor Made, Cobra, and Ping to demonstrate their equipment on the range.

MP Golf is proposing a minimum rent of \$100,000 per year or 7% of gross receipts of Green Fees, Driving Range Fees, and 3% of gross receipts for merchandise, food and drink, whichever is greater. The City currently receives an average amount of \$50,000 in rent from M.P.G.C.

MP Golf will partner with organizations like PGA and SCGA to grow the game of golf and give back to the community. With great programs like PGS's golf 2.0 and the SCGA Kids, they will be able to give back to the community with affordable lesson programs and up-to-date teaching techniques. MP Golf believes that golf can teach a child valuable life lessons as well as a game that they can play for the rest of their lives.

LWL Investment Group, LLC has successfully operated the Glen Ivy Golf Club in Corona, California and in 2011 sold their interest in the course. Currently, LWL operates the Arrowood Golf Course in Oceanside.

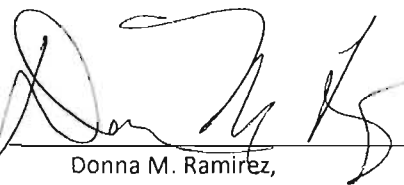
Staff visited Arrowood to view firsthand the quality of their operation and condition of the golf course and their facilities. Unlike the Monterey Park golf course facility, Arrowood houses the pro-shop and reservation counter in one building. Arrowood management has found that by placing the reservation area within the same building as the merchandise, and in the back of the building, draws golfers past the merchandise and increases sales. MP Golf is proposing the same concept for the Monterey Park golf course. (Exhibit "D": Photographs of Arrowood)

FISCAL IMPACT

The financial benefit to the general fund is a minimum of \$100,000 per year in rent; an increase of approximately \$50,000. In addition, all past due rents and royalties from M.P.G.C. will be paid in full upon the close of escrow.

RECOMMENDATION

Staff recommends approving the Lease Agreement with MP Monterey Park Golf, LLC for the period of 20 years with two 10-year options and authorize the City Manager to execute the lease in a form approved by the city attorney.

By: 
Donna M. Ramirez,
Acting Economic Development Specialist


Paul Talbot, City Manager

EXHIBIT "A"
(RESUME's)

Justin Kim

Experience	Bell Flowers Golf Course Assistant Head Golf Professional	Long Beach, CA	1994
	California Country Club Membership and Tournament Consultant	Whittier, CA	2004
	Moor Park CC Membership and Tournament Consultant	Simi Valley, CA	2006
	Helped developed and finalize transaction for a 450 ac golf course in Riverside, CA		2006
	Carmel Mountain GC Chief Operating Officer in charge of Overseeing all daily financial operations.	San Diego	2006
	Arrowood Golf Course Owner's representative and special Management consultant	Oceanside, CA	2007
	Champions Club at The Retreat Completed the acquisition of the golf course and was instrumental in converting the course from private to public.	Corona, CA	2007
	Arrowood Golf Course Continues to be the owner's representative And special consultant in charge of overseeing All daily financial transactions.	Oceanside, CA	2007-present

James Stull, PGA

Education and	Graduated from the Pennsylvania State University	1999
Affiliations	Elected as a Member of the PGA	1999
Experience	Temecula Creek Inn (JC Resorts) Assistant Golf Professional and Director of Instruction	Temecula, CA 2001
	Reidy Creek Golf Course (JC Resorts) Head Golf Professional in charge of operations for the City of Escondido	Escondido, CA 2002
	Twin Oaks (JC Resorts) Head Golf Professional in charge of operations	San Marcos, CA 2004
	Reidy Creek Golf Course (JC Resorts) Head Golf Professional in charge of operations for the City of Escondido Increased revenue and showed a profit for first time in existence	Escondido, CA 2006
	Arrowood Golf Course Director of Operations	Oceanside, CA 2012

EXHIBIT "B"

LEASE AGREEMENT

**LEASE/CONCESSIONAIRE AGREEMENT BETWEEN
MP MONTEREY PARK GOLF, LLC AND
CITY OF MONTEREY PARK**

FOR

GOLF COURSE OPERATIONS AND MAINTENANCE

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**LEASE/CONCESSIONAIRE AGREEMENT BETWEEN
MP MONTEREY PARK GOLF, LLC AND
CITY OF MONTEREY PARK.**

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2013, by and between the **CITY OF MONTEREY PARK**, a municipal corporation and general law city existing under the laws of California ("City"), and **MP MONTEREY PARK GOLF, LLC**, a California limited liability corporation ("**MP GOLF**").

RECITALS. The Parties enter into this Agreement with the following understandings:

- A. CITY owns a Golf Course located in the City of Monterey Park known as the Monterey Park Golf Course, identified as "the Golf Course";
- B. CITY has determined that MP GOLF is qualified to operate the Golf Course and it is in the public interest for MP GOLF to do so;
- C. This Agreement sets forth the Parties' agreements regarding the operation, maintenance, and promotion of the Golf Course in a manner best suited to meet the public needs and interest.

AGREEMENT:

In consideration of the mutual terms, conditions and covenants herein contained, the Parties agree as follows:

ARTICLE 1 CONCESSION/LEASE

Section 1.01 **GENERALLY.** This Agreement encompasses two different arrangements between CITY and MP GOLF for the operation of the Golf Course:

- (a) Lease. CITY leases to MP GOLF the real property located at 3600 W Ramona Blvd Monterey Park, CA 91754 and more particularly described in attached **Exhibit "A,"** which is incorporated by reference.
- (b) Food and beverage. This Lease includes rights, privileges, and responsibilities for operation of the food and beverage facilities located at the Golf Course.

Section 1.02 **GOLF COURSE TENANT.**

- (a) **Casuda Canyon Lease.** To the extent the lease (the "Casuda Lease") between Casuda Canyon Restaurant Corporation and the City of Monterey Park (dated June 1, 1999) applies to this Agreement, MP GOLF is the "Golf Course Tenant" for purposes of the Casuda Lease. Any conflict in language between this Agreement and the Casuda Lease will be resolved in favor of this Agreement.

ARTICLE 2 PAYMENTS AND ACCOUNTING RECORDS

Section 2.01 RENT/CONCESSION FEES.

- (a) Beginning on the Start Date, MP GOLF must pay CITY a Minimum Annual Rent of \$100,000 in twelve (12) equal monthly installments payable on the first day of each calendar month. Beginning on January 1, 2020, and every seven (7) years after 2020, the Minimum Annual Rent will be increased by ten percent (10%). The Minimum Annual Rent is in addition to all other rents or fees MP GOLF must pay to CITY in accordance with this Agreement.
- (b) Unless otherwise provided, beginning the first month after the Start Date, MP GOLF must deliver to CITY, with a revenue report acceptable to CITY, covering Green Fees, Driving Range Fees and concession fees (collectively “payments”) for the preceding month (not later than the fifteenth day of each month). If the Percentage Revenues exceed the minimum monthly rent, MP GOLF must pay the difference at this time. The percentages are as follows:

<u>Revenue source</u>	<u>Percentage Payment</u>
Green Fees	7% of Gross Receipts
Driving range fees	7% of Gross Receipts
All other fees (e.g., merchandise, food and drink)	3% of Gross Receipts

Section 2.02 DEFINITION OF GROSS RECEIPTS.

- (a) “Gross Receipts” includes the total actual revenues from the business conducted by MP GOLF upon and from the Golf Course pursuant to this Agreement subject to Section 2.02(b).
- (b) All computations made to determine Percentage Payment, including the amount of Gross Receipts, must be made in accordance with generally accepted accounting principles.

Section 2.03 STATEMENTS BOOKS AND RECORDS.

- (a) MP GOLF must provide CITY with monthly revenue reports to be delivered not later than the fifteenth of the following month.
- (b) MP GOLF must keep full and accurate records, books, and data with respect to all business conducted pursuant to this Agreement which must show all the Gross Receipts. CITY, or its designee, has the right at all reasonable times and at CITY’s expense, to inspect such books and records, including any California sales tax return records. MP GOLF must retain all such records and instruments and will make them available to CITY at the Golf Course at CITY’s request and

expense.

- (c) MP GOLF must provide CITY with annual profit/loss statements on a form reasonably acceptable to CITY.

Section 2.04 AUDIT.

- (a) CITY may, at its own expense, audit MP GOLF's books and records of receipts at any time, for the purpose of verifying the Gross Receipts and Payment. If such audit establishes that MP GOLF has understated the Gross Receipts by five percent (5%) or more (after appropriate deductions and exclusions), MP GOLF must pay the entire expense of said audit. MP GOLF must pay CITY any overdue Payment revealed by the audit along with fifteen percent (15%) per annum interest from the date such Payment was due. CITY must refund or credit MP GOLF with any overpayment by MP GOLF.
- (b) In addition to Section 2.04(a), CITY may also obtain, upon reasonable request, information from MP GOLF's books and records including, without limitation, payroll, maintenance, and operational expenses.

Section 2.05 PLACE OF PAYMENT. All payments provided in this Agreement must be paid to the City of Monterey Park at the address provided in Section 16.04.

Section 2.06 POSSESSORY INTEREST TAXES. MP GOLF is informed by CITY pursuant to Revenue & Taxation Code § 107.6 that its property interest in the Golf Course may be subject to property taxation if created and that MP GOLF may be subject to the payment of property taxes levied on its interest. MP GOLF may not deduct such amount from Payments to CITY.

ARTICLE 3 TERM

Section 3.01 INITIAL TERM. The initial term of this Agreement will begin _____, or as soon thereafter as is practical, and, subject to Section 3.02, end twenty (20) years later.

Section 3.02 OPTION. Subject to the termination requirements of Section 4.02(f), this Agreement may be extended two (2) times for ten (10) additional years each, for a total of twenty (20) additional years at CITY's sole discretion.

Section 3.03 START DATE. The "Start Date" is the first day on which the Golf Course is formally opened to the public under MP GOLF's management. Although the Start Date is the date from which the Initial Term of this Agreement (as defined in Section 3.01) is measured, this Agreement will be fully in force and effect beginning on the date this Agreement is executed for all other purposes, including MP GOLF's and CITY's rights and obligations.

ARTICLE 4 TERMINATION.

Section 4.01 TERMINATION BY MP GOLF. This Agreement may be terminated by MP GOLF after the happening of one or more of the following events:

- (a) CITY's default in performing any covenant or agreement required to be performed by CITY and the failure of CITY to cure the same within sixty (60) days after receiving written notice from MP GOLF to cure.
- (b) Failure of CITY in accordance with the terms of Article 14 to repair and reconstruct (or require MP GOLF to repair and reconstruct) the Golf Course, or portions thereof, that are completely destroyed.
- (c) Adopting any ordinance or the taking of any action by CITY that makes operation of the Golf Course under this Agreement no longer practicable.

Section 4.02 TERMINATION BY CITY. CITY has the right to terminate this Agreement and re-enter and take possession of the Golf Course should any one or more of the following occur:

- (a) MP GOLF fails to complete all improvements as set forth in **Exhibit "B,"** which is incorporated by reference, by December 31, 2014; or
- (b) MP GOLF fails to pay any part its Payments, fees, or charges due under this Agreement and failure of MP GOLF to pay such amounts within twenty (20) days after receiving CITY's written demand; or
- (c) MP GOLF (without CITY's prior written consent) abandons the Golf Course or any substantial part thereof; or
- (d) MP GOLF files a voluntary bankruptcy petition, has an involuntary bankruptcy petition filed against it which is not dismissed within ninety (90) days, is adjudged insolvent according to law, or makes any assignment of its property for the benefit of creditors; or
- (e) Except as otherwise provided, in any of these events, if MP GOLF fails to cure any default under this Agreement within sixty (60) days from the time CITY mails written notice of default to MP GOLF; provided, however, should the nature of the default be such that it cannot be cured within sixty (60) days, MP GOLF is deemed to have cured such default if it undertakes good faith and diligent performance according to the time period and procedure mutually agreed to between the Parties; or
- (f) Upon giving MP GOLF a ninety (90) day advance written notice of termination before the end of the Term or before the end of one or more of the Term extensions as provided by Section 3.02.

Section 4.03 DELIVERY OF PROPERTY. MP GOLF must, upon termination or expiration of this Agreement, deliver the Golf Course to CITY in as good an order and condition as on the

Start Date or as may be improved by MP GOLF or CITY after the Start Date, reasonable use and wear thereof excepted. In addition to any landlord's lien provided by California law, CITY has a specific lien on all property of MP GOLF located on the Golf Course as security for Payments due to CITY.

Section 4.04 RIGHT OF ENTRY UPON TERMINATION. In any case in which this Agreement provides for termination or cancellation of this Agreement by CITY, or in the case of abandonment or vacating of the Golf Course by MP GOLF, CITY in lieu of declaring a forfeiture may enter upon the Golf Course. In such case, CITY must use its best efforts to relet the Golf Course upon commercially reasonable terms. MP GOLF must pay any deficiency in payments that may occur, after deducting expenses, between this Agreement and any successor agreement.

Section 4.05 NOTICE OF TERMINATION. If any of the events enumerated in Section 4.01 or Section 4.02 occur, and after due notice, the non-defaulting party may, at any time after such notice period and during the continuance of default, terminate this Agreement by thirty (30) days written notice, to be effective upon the date specified in the notice. Payments are payable only to the date of cancellation.

Section 4.06 RIGHTS UPON TERMINATION. Upon termination of this Agreement before the expiration of the term, as may be extended, the Parties will have those rights, remedies, and responsibilities as may be available or applicable at law or in equity.

ARTICLE 5 USE OF PROPERTY AND MP GOLF'S OBLIGATIONS

Section 5.01 USE OF GOLF COURSES. MP GOLF will enjoy the following privileges during the Term of this Agreement:

- (a) MP GOLF must operate the Golf Course; golf shops and related services and facilities; automobile parking facility for patrons of the Golf Course and restaurants; and furnish golf lessons. CITY's written approval is necessary for any additional use of the Golf Course. MP GOLF agrees to comply with all federal, state, and local laws and/or regulations applicable to the use and operation of the Golf Course.
- (b) MP GOLF must maintain, use, and operate the Golf Course in a professional manner using the Minimum Maintenance Standards attached as **Exhibit "E,"** and incorporated by reference. CITY must use good faith effort to prevent any unreasonable inhibition or restriction of MP GOLF's contractual rights. MP GOLF cannot abandon the Golf Course without CITY's written consent during the Term of this Agreement.
- (c) MP GOLF must comply with all laws applicable to this Agreement including, without limitation, federal, state, and local laws requiring permitting and licenses. All such compliance will be at MP GOLF's own cost.

Section 5.02 MP GOLF'S OBLIGATIONS.

- (a) Golf Course Operations. From and after the Start Date, MP GOLF must assume all responsibilities for the operation of the Golf Course at the same or higher level of service found in similar Golf Courses in the California South Coast Region. This includes, without limitation, the following:
- i All duties normally required to operate a complete golf facility;
 - ii Monitoring all activities on the Golf Course, to ensure compliance with rules and regulations developed by MP GOLF and approved by CITY;
 - iii Scheduling and reserving tee times for golf play. MP GOLF must promote interest in the sport of golf and, in such pursuit, plan, schedule, and oversee the conduct of tournaments, including those for which reservations were received before the Start Date;
 - iv Employ qualified assistants, including player assistants, to meet the public's needs under this Agreement and to serve CITY, the general public, and golfing public in an efficient and courteous manner at all times;
 - v Be responsible for collecting all fees and, at MP GOLF's expense, be responsible for providing personnel for the collection of fees. MP GOLF may, and is encouraged to, recommend fee amounts to CITY. CITY may, in its sole discretion, approve or disapprove of such recommendations. Under no circumstances will a fee increase occur before MP GOLF's review;
 - vi MP GOLF must employ a full-time PGA Class A Golf Professional at the Golf Course who is available to give golf lessons at the Golf Course. CITY must approve the Golf Professionals, Director of Operations, and the Superintendent(s) proposed by MP GOLF, which approval will not be unreasonably withheld;
 - vii Review costs with CITY on a monthly basis;
 - viii Recognize all current and future CITY co-sponsored golf clubs. As part of this recognition, MP GOLF understands and agrees that such groups may have preferred tee times and may have fees waived or discounted by mutual agreement. MP GOLF will cooperate with CITY and the clubs to determine what privileges such clubs have;
 - ix Cooperate with CITY's Golf Recreational Programs;
 - x Conduct monthly onsite meetings at the Golf Course between CITY's

designee and the Golf Course's General Manager;

- xi Permit CITY to freely distribute promotional or informational literature to patrons at the Golf Course;
- xii Cooperate with CITY to facilitate and promote one annual CITY sponsored golf event including, without limitation and green fee waivers;
- xiii Honor existing reservation and/or discount cards to customers;
- xiv Recommend to CITY the design and placement of advertising and signage on the Golf Course and, if approved by CITY at CITY's sole discretion, implement such recommendations;
- xv Be responsible for all utility costs including, without limitation, electricity, gas, sewer, and telecommunications;
- xvi Provide such security, including alarm systems, as MP GOLF deems necessary or appropriate for the protection of the Golf Course. MP GOLF must consult with CITY regarding any additional security that may be deemed necessary or appropriate; and
- xvii Obtain any necessary license or permit for operating the Golf Course.

Section 5.03 EQUIPMENT, INVENTORIES, AND START-UP. MP GOLF will provide equipment and inventories for use at the Golf Course during the term of this agreement as follows:

- (a) Upon Termination of the Agreement, CITY or its designee may assume the lease or leases, including all remaining obligations, for such equipment upon MP GOLF's and the City's mutual agreement.
- (b) Inventories: MP GOLF will purchase quality merchandise and equipment inventories for sale and/or rent at the Golf Course.
- (c) Promotion of Golf Activities. MP GOLF must draft and prepare a Marketing Plan for the promotion of Golf Activities at the Golf Course within thirty (30) days after the Start Date. From and after the date of this Agreement, MP GOLF, with CITY's cooperation, must coordinate the creation or modification of graphics, logos and other visual materials for utilization on letterheads, envelopes, temporary and permanent signage, brochures, information profile, progress reports, press releases and bulletins. MP GOLF must coordinate with CITY and direct all of the work done in the area of advertising and public relations to ensure that the Golf Course will create an appropriate, continuing visual image and presence in print and communications media.

- (d) Capital Improvements. MP GOLF may be required to make capital improvements to the Golf Course during the Term of the Agreement. MP GOLF will work with CITY to develop of list of capital improvement recommendations within 60 days after the Start Date. CITY may, at CITY's sole discretion and expense, elect to make some or all of the improvements recommended by MP GOLF, and MP GOLF will cooperate with CITY in completing the improvements CITY elects to pursue.

ARTICLE 6 STANDARDS OF SERVICE

Section 6.01 HOURS OF OPERATION.

- (a) The Golf Course must be open for business 7 days/week from dawn until 10 pm each day, but no later than 11 pm, unless closed due to inclement weather, safety, and/or emergency.
- (b) MP GOLF is allowed to change the hours of operation for all Golf Course facilities subject to CITY's approval.

Section 6.02 TYPE OF OPERATION. For and during the Term, MP GOLF must:

- (a) furnish and maintain a standard of service and quality at least equal to that of the better class of similar municipal Golf Courses, club houses, and pro shops;
- (b) furnish prompt, courteous, and efficient service adequate to meet all reasonable requests, ensuring polite and welcoming conduct and demeanor on the part of its representatives, agents, and employees. MP GOLF must strive to recognize and cultivate repeat clientele; and
- (c) MP GOLF must operate its business on the Golf Course with diligence and efficiency in a customer friendly but commercially reasonable manner, so as to produce a maximum return to MP GOLF and CITY under the terms of this Agreement.

Section 6.03 MP GOLF EMPLOYEES.

- (a) MP GOLF must employ such persons, in such positions, as may be reasonably necessary for the performance of its obligations under this Agreement. MP GOLF cannot discriminate against any person(s) because of race, age, sex, color, national origin, political affiliations, marital status, or physical handicap, except as a bona fide occupational qualification.
- (b) All MP GOLF employees must be identified as Golf Course employees by means of a uniform mutually acceptable to the Parties or by some other, similar, means.

ARTICLE 7 MAINTENANCE OF EQUIPMENT AND PROPERTY

Section 7.01 PERSONAL PROPERTY. MP GOLF must maintain all personal property at the Golf Course in a good condition, and will replace the same as MP GOLF and CITY deem necessary.

Section 7.02 BUILDINGS AND FIXTURES. Except as otherwise provided, MP GOLF is obligated, without cost to CITY, to maintain all buildings and improvements at the Golf Course in good appearance, repair, and safe condition. MP GOLF must provide custodial services for the Golf Course in a timely manner to keep it clean and attractive. Except as otherwise provided, MP GOLF must repair all damages caused by its employees or its operation of the Golf Course. All maintenance and repairs must be substantially the same or better quality as the original in materials and work. Should any repair or damage occur to items supplied by CITY, CITY must fully cooperate with MP GOLF to obtain reimbursement from the responsible party. Nothing provided in this Section obligates MP GOLF to make any capital improvements except as provided in Section 5.03(d).

Section 7.03 MAINTENANCE QUALITY. CITY's designees may, at any reasonable time and without notice, enter the Golf Course to determine if satisfactory maintenance is being performed. If the quality of maintenance is unreasonable, CITY will provide written notice to MP GOLF which includes the specific nature of the complaint. Should MP GOLF fail to improve and sustain quality maintenance within thirty (30) days of CITY's notice, CITY may enter upon the Golf Course and perform such maintenance. MP GOLF must promptly reimburse CITY for the cost of maintenance, plus fifteen percent (15%) for CITY's administrative overhead. MP GOLF's General Manager (the onsite manager) has authority, without the need for approval of MP GOLF's Director of Operations, to respond to CITY's concerns regarding day-to-day operations.

Section 7.04 TRASH AND GARBAGE. MP GOLF must provide and pay all costs for the complete and proper deposit and timely removal of all refuse resulting from its operations. MP GOLF must provide and use appropriate covered receptacles for all refuse at the Golf Course. Piling boxes, cartons, barrels or other similar items in view of a public area is not permitted. MP GOLF is responsible for the proper disposal of its refuse in such a manner as not to contaminate or restrict sewer lines.

Section 7.05 CHANGES, ALTERATIONS AND ADDITIONS. MP GOLF may not make any changes to the Golf Course without CITY's prior written consent, which will not be unreasonably withheld or delayed. Any changes, alterations, or additions to the Golf Course must remain for the benefit, and become the property, of CITY unless otherwise specified by written consent.

Section 7.06 Within twelve (12) months after this Agreement is executed, MP GOLF must invest \$900,000 to upgrade the Golf Course. Should MP Golf default, CITY may terminate this Agreement upon thirty (30) days notice and without further obligation.

Section 7.07 Should CITY extend the term of this Agreement, MP GOLF must invest an additional \$500,000 for each term extension, subject to the City's prior approval of the

recommended capital improvements.

ARTICLE 8 CITY'S OBLIGATIONS

Section 8.01 CITY'S REPRESENTATIONS. CITY represents that

- (a) the present use and operation of the Golf Course is authorized by, and complies with, all applicable federal, state, and local laws;
- (b) no current or past legal or administrative action affects the use of the Golf Course for golf purposes;
- (c) to the best of CITY's knowledge, the Golf Course do not have any physical defects that would affect using the Golf Course for golf purposes;

Section 8.02 OBLIGATIONS BEFORE START DATE. From and after the date of this Agreement through the Start Date, CITY is obligated to do the following:

- (a) Provide treated effluent water for all irrigation needs of the Golf Course.

Assist MP GOLF in obtaining any approvals, licenses or permits that are necessary or appropriate to operate the Golf Course in the manner provided herein.

Section 8.03 OBLIGATIONS FROM AND AFTER START DATE. From and after the Start Date and throughout the term of this Agreement, CITY is obligated to provide to MP GOLF and perform the following:

- (a) Cooperate with MP GOLF to promote the Golf Course; provided, however, that CITY is not obligated to incur any financial obligations concerning such promotion without CITY's prior written consent; and
- (b) Continue to assist and cooperate with MP GOLF in maintaining any approvals, licenses, or permits necessary or appropriate to operate the Golf Course.

ARTICLE 9 CITY CONTACT/INSPECTION OF PREMISES

Section 9.01 CITY CONTACT. CITY's Public Works Director and his/her designee will be CITY's Golf Course coordinator.

Section 9.02 INSPECTION. CITY or its duly authorized representatives and agents may enter upon the Golf Course at any and all reasonable times during the Term of this Agreement for the purpose of determining whether or not MP GOLF is complying with its contractual obligations incidental to CITY's rights.

ARTICLE 10 ASSIGNMENT, TRANSFER AND SUBLETTING

Section 10.01 The Parties understand that MP GOLF's professionalism and reputation in the industry is a primary inducement to CITY for entering into this Agreement. For this reason, MP GOLF cannot assign any portion of or interest in this Agreement without CITY's prior written consent. CITY will not unreasonably withhold or delay its consent, and will cooperate with MP GOLF in signing any documents reasonably necessary to accommodate an assignment, if MP GOLF assigns this Agreement to:

- (a) its affiliate; or
- (b) an entity in which MP GOLF owns a controlling interest

ARTICLE 11 QUIET ENJOYMENT

Section 11.01 CITY agrees that MP GOLF, upon making payments and charges to be paid by MP GOLF under the terms of this Agreement and upon observing and keeping the agreements and each of the covenants of this Agreement will lawfully and quietly hold, occupy, and enjoy the Golf Course during the term of this Agreement.

ARTICLE 12 INDEMNIFICATION

Section 12.01 INDEMNITY.

- (a) MP GOLF's Status. MP GOLF is not an agent or employee of CITY and any provision in this Agreement that may appear to give CITY the right to direct MP GOLF as to the details of doing work or to exercise a measure of control over the work means that MP GOLF must follow the direction of CITY as to end results of the work only. CITY is not responsible for the wages or salaries of any employee or representative of MP GOLF, or for any debts, liabilities or other obligations of MP GOLF. MP GOLF and its employees are not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees.
- (b) Indemnification. CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.
- (c) Limitation on indemnification. CONSULTANT's obligation to defend and indemnify CITY does not include claims, actions, costs, injuries or liabilities arising out of (i) CITY's sole willful misconduct or gross negligence; or (ii) CITY's breach of this Agreement.

- (d) Covered parties. For purposes of this section “CITY” includes CITY’s officers, officials, employees, agents, representatives, and certified volunteers.
- (e) Insurance. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by this Agreement, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.
- (f) Notice of Claims. MP GOLF and CITY will provide each other with prompt and timely notice of any event covered by the indemnity section of this Agreement and in the event a claim or action is filed, each party may employ attorneys on its own behalf to appear and defend the claim or action on its behalf.
- (g) Survivability. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

ARTICLE 13 INSURANCE.

Section 13.01 Limits. Before commencing performance under this Agreement, and at all other times this Agreement is effective, MP GOLF will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Business automobile liability	\$500,000
Workers compensation	Statutory requirement

Section 13.02 CGL. Commercial general liability insurance will meet or exceed the requirements of the most current ISO-CGL Form. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as “additional insureds” under said insurance coverage and to state that such insurance will be deemed “primary” such that any other insurance that may be carried by CITY will be excess thereto. Such insurance will be on an “occurrence,” not a “claims made,” basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.

Section 13.03 Auto. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

Section 13.04 Certificates. MP GOLF will furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII."

Section 13.05 Replacement Coverage. Should MP GOLF, for any reason, fail to obtain and maintain the insurance required by this Agreement, CITY may obtain such coverage at MP GOLF's expense and charge the cost of such insurance to MP GOLF under this Agreement.

ARTICLE 14 DAMAGE OR DESTRUCTION OR TAKING OF PROPERTY

Section 14.01 DAMAGE OR DESTRUCTION.

- (a) In the event all or part of the Golf Course are damaged or destroyed by any act or omission beyond the control of either MP GOLF or CITY, such that the operation of the Golf Course is adversely impaired, the Payments may be adjusted during the period reasonably necessary to repair or rebuild the affected part of the Golf Course. CITY and MP GOLF agree to use their good faith best efforts to agree to a reasonable partial Payment abatement if the Golf Course is able to be used in part for revenue producing activities.
- (b) Should a portion of the Golf Course be damaged or destroyed and MP GOLF could reasonably have prevented or mitigated such damage or destruction, MP GOLF must, within thirty (30) days from such damage or destruction, present to CITY a schedule for completion of repair of the damage or replacement of the destroyed building(s) or equipment. CITY must, within thirty (30) days after receiving MP GOLF's notice, either approve or disapprove the schedule. CITY must state in writing the specific reasons for its disapproval with such particularity that will allow MP GOLF to respond. If CITY approves the schedule, MP GOLF will cause the completion of the repair or replacement, to at least the same quality, in accordance with the schedule. In the event of disapproval, CITY and MP GOLF must use their good faith best efforts to reach an agreement regarding the matters which have been disapproved and MP GOLF will, upon approval, complete the repair or replacement.
- (c) Should MP GOLF cause a situation that hinders the operation of the Golf Course which could have been prevented the tenant and reduces the city's income, MP GOLF must still pay CITY the guaranteed \$100,000 minimum rent.

Section 14.02 MP GOLF'S OBLIGATIONS IN COMMON AREA.

- (a) "Common Area" means that portion of the Golf Course identified in attached **Exhibit "C,"** and incorporated by reference, as the Common Area. The Common Area includes, without limitation, all landscaped and planted areas, grounds, irrigation and drainage systems, sloped hillsides and other improvements,

including specifically, but without limitation, all roads, parking areas, parking structures, parking lot lighting and pedestrian walkways outside of the golf course.

- (b) Unless otherwise provided, MP GOLF, MP GOLF's employees and MP GOLF's invitees may use the Common Area in accordance with this Agreement.
- (c) Except as otherwise provided in this Agreement, CITY is responsible for maintaining the Common Area. MP GOLF must reimburse CITY for thirty percent (30%) ("MP GOLF's Share") of the Common Area Expenses incurred by CITY with respect to maintaining the Common Area.
- (d) "Common Area Expenses" means and includes, without limitation, all sums expended for all general maintenance of the Common Area including, without limitation, repairs and replacement; resurfacing or restriping; cleaning; sweeping and janitorial maintenance; sidewalks; landscaping; hillsides, lighting; water supply; sewage and other utility systems; curbs; gutters, directional signs and other markers and bumpers; fire protection systems; sprinkler, irrigation and drainage systems; any security of the Common Area provided by CITY in its sole discretion, in excess of MP GOLF's security obligations; personnel to implement the foregoing services, including salary and benefits; personal property taxes and assessments on the improvements comprising or equipment servicing the Common Area; any governmental imposition or surcharge imposed upon Landlord or assessed against any portion of the Common Area; any security of the Common Area provided by Landlord, in its sole discretion; real estate taxes and assessments; and all utilities. Common Area Expenses also include that portion of the cost ("Annual Portion") of any capital improvements made to the Common Area determined by dividing the total cost thereof by the normal life expectancy of such item as reasonably determined by CITY, but in no event greater than fifteen (15) years ("Amortization Period"). Common Area Expenses also include an administrative fee payable to CITY for administration of the foregoing services and for accounting, bookkeeping and collection of the Common Area Expenses, in an amount equal to the actual costs (including salaries and benefits) to CITY of the actual time spent thereon by city employees, such amount not to exceed five percent (5%) of the total Common Area Expenses due for the applicable Lease Year. CITY may cause the foregoing services to be provided by an independent contractor or contractors or by an Affiliate of CITY, and such cost may be included In Common Area Expenses.
- (e) On the first day of each month, MP GOLF must pay to CITY an amount estimated by CITY to be one-twelfth (1/12th) of MP GOLF's Share of Common Area Expenses. CITY will deliver an annual invoice to MP GOLF of such estimated amount upon the anniversary date of this Agreement. Should CITY fail to deliver any such invoice, MP GOLF must continue to pay the amount estimated by CITY in the most recent invoice received from CITY. The estimated monthly charge may be adjusted by CITY at any time on the basis of CITY's experience

and any variation in reasonably anticipated costs. Within one hundred and twenty (120) days following the end of each year, CITY must furnish MP GOLF a statement covering the year just expired, showing the total of the Common Area Expenses and MP GOLF's Share of the Common Area Expenses. Any right to a further accounting by MP GOLF is waived unless MP GOLF objects to the accuracy of such statement within thirty (30) days after receipt. If MP GOLF's annual Share of the Common Area Expenses exceeds MP GOLF's payments during that year, MP GOLF must pay CITY the deficiency within ten (10) days after CITY's delivery of such statement. If MP GOLF's payments during such Lease Year exceed MP GOLF's Share of the Common Area Expenses for such Lease Year, MP GOLF may offset the excess against rent.

- (f) Rules and Regulations. CITY may establish rules for the Common Area it deems necessary or advisable. Such rules and regulations may include, without limitation, hours during which the Common Area is open for use. At all times CITY has the right to make changes to the Common Area including location and relocation of driveways, entrances, exits, and automobile parking spaces, the direction and flow of traffic, installation of improvements, and designation of prohibited areas, rubbish areas, landscaped areas, decorations, and any other facilities.
- (g) **Parking Structure: Reserved Parking: "No Valet Area"**. Section 6.6 of the Casuda Lease is incorporated by reference as if fully set forth. MP GOLF constitutes the Golf Course Tenant for purposes of Section 6.6 of the Casuda Lease. (Exhibit "D")
- (h) Employee Parking. CITY may designate the particular parking areas to be used by any or all employees of tenants at the Golf Course. If CITY determines that MP GOLF or its employees routinely park their cars in restricted parking areas or areas designated for Golf Course patrons only, then CITY may provide MP GOLF with written notice of such violation. If MP GOLF thereafter fails to adequately prevent continued violations of this provision CITY may, upon two (2) hours advance notice to MP GOLF, to tow any such cars at the cost of the violating party. All sums due CITY under this Section must be paid within (10) days of notice from CITY. MP GOLF must inform MP GOLF's employees of this policy and of their obligations and potential liability.
- (i) MP GOLF is solely responsible for repairing, replacing or restoring all damage to or destruction of all or any part of the Common Area including, without limitation, all failures in hillside and slope stability, and all consequential damages. MP GOLF's failure to diligently repair and maintain the Golf Course and Common Area constitutes a material default by MP GOLF under this Lease. MP GOLF must continue operating the Golf Course during any period of repair to the extent reasonably practicable from the standpoint of prudent business management and MP GOLF's obligation to pay rent (including Common Area Expenses) will remain in full force and effect.

- (j) CITY has the right, but not the obligation, to repair, replace or restore all damage to or destruction of all or any part of the Common Area in a manner reasonably satisfactory to CITY at MP GOLF's cost. Should CITY undertake such tasks, MP GOLF must pay CITY the cost of such action within ten (10) days after receiving CITY's invoice.
- (k) Except as expressly provided in this Agreement, no deprivation, impairment, or limitation of use resulting from any damage or destruction or event or work contemplated by this Section entitles MP GOLF to any offset, abatement or reduction in rent nor to any termination or extension of the term.

Section 14.03 WAIVER. MP GOLF waives any statutory and common law rights of termination which may arise by reason of any partial or total destruction of the Golf Course.

Section 14.04 CONDEMNATION. If all or part of the Golf Course is acquired by eminent domain or purchase in lieu thereof, MP GOLF acknowledges that it has no claim to any compensation, including goodwill, awarded for the taking of the Golf Course or any portions thereof. Notwithstanding the foregoing, Payments due to CITY from MP GOLF will be adjusted to take into account the effect a condemnation has on MP GOLF's use and enjoyment of the remainder of the Golf Course. In the event the Golf Course is rendered unfit for its intended purpose as a result of a condemnation, this Agreement will terminate on the date the condemning agency takes possession of the Golf Course.

Section 14.05 ACTION BY CITY. Should the Golf Course be materially adversely affected by CITY action or inaction, or that of any CITY agency or instrumentality, then notwithstanding the provisions of Section 14.01, the Payments will be abated by an amount representing a reasonable estimate of the amount of revenue that MP GOLF is precluded from obtaining from the use and enjoyment of the Golf Course pursuant to this Agreement.

Section 14.06 WAIVER OF RELOCATION BENEFITS. MP GOLF acknowledges that CITY is a public entity and that the Golf Course was previously acquired by CITY for a public purpose. MP GOLF L further acknowledges that any rights acquired under this Agreement arose after the date of acquisition of the Golf Course and that said rights are subject to termination should CITY need the Golf Course. MP GOLF acknowledges that at the time of said termination of this Agreement by CITY, it will not be a "displaced person" entitled to any of the relocation assistance or benefits offered to displaced persons under State or Federal Law.

ARTICLE 15 HAZARDOUS SUBSTANCE

Section 15.01 CITY has not, nor, to CITY's knowledge, has any third party used, generated, stored, or disposed of, or permitted the use, generation, storage, or disposal of, any Hazardous Material (as defined below) on, under, or within the Golf Course in violation of any law or regulation. MP GOLF agrees that it will not use, generate, store, or dispose of any Hazardous Material (as defined below) on, under, or within the Golf Course in violation of any law or regulation. MP GOLF agrees to defend and indemnify CITY, to the extent stated in this

Agreement), against any and all losses, liabilities, claims, and/or costs arising from any breach by MP GOLF of any warranty or agreement contained in this Section. CITY agrees to defend and indemnify MP GOLF, to the extent stated in this Agreement, against any and all losses, liabilities, claims, and/or costs arising from any breach by CITY of any warranty or agreement contained in this Section. As used in this Section, "Hazardous Material" means any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

ARTICLE 16 MISCELLANEOUS PROVISIONS

Section 16.01 WAIVER. None of CITY's actions or inaction including, without limitation, inspection, review, or acceptance of, MP GOLF's performance under this Agreement may be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from MP GOLF's performance.

Section 16.02 SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

Section 16.03 SUCCESSORS. All the terms, conditions and covenants of this Agreement inure to the benefit of and are binding upon the Parties' successors and assigns. The provisions of this Section cannot be deemed as a waiver of any of the conditions against assignment as set forth in Section 10.01.

Section 16.04 NOTICES. All notices provided for herein must be in writing. Any notice permitted or required to be served upon MP GOLF may be served upon it at:

with a copy to: MP MONTEREY PARK GOLF, LLC
 C/O LWL INVESTMENT GROUP, LLC
 3435 WILSHIRE BLVD., #2820
 LOS ANGELES, CA 90010

provided, however, that if MP GOLF gives notice in writing to CITY of any change in said address or facsimile number, then and in such event such notice must be given to MP GOLF at such substituted address or facsimile number.

Any notice permitted or required to be served upon CITY may be served upon it at:

City of Monterey Park
320 W. NEWMARK AVENUE
MONTEREY PARK, CA 91754

Provided, however, that if MP GOLF gives notice in writing to CITY of any change in said address or facsimile number, then and in such event such notice must be given to MP GOLF at such substituted address or facsimile number. Any notice served by mail must be by certified

mail, return receipt requested, and be deemed effective upon receipt.

Section 16.05 GOVERNING LAW. This Agreement was drafted in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Agreement is Los Angeles County.

Section 16.06 HEADINGS. The headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement.

Section 16.07 TIME IS OF ESSENCE. Time is of the essence in the performance of all obligations pursuant to this Agreement.

Section 16.08 RULES OF CONSTRUCTION. This Agreement has not been drafted or prepared by either party hereto, the same being a fully negotiated Agreement. Thus, the parties expressly agree that any rule of construction regarding interpretation in favor of one or the other party by reason of the party drafting the Agreement does not apply.

Section 16.09 EXHIBITS. The Exhibits which are referred to herein and attached hereto (currently or within thirty (30) days) will become a part of this Agreement as if set forth herein verbatim.

Section 16.10 ACCEPTANCE OF FACSIMILE SIGNATURES/COUNTERPARTS.

- (a) The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.
- (b) This Agreement may be executed in any number or counterparts, each of which is an original, but all of which together constitutes one instrument executed on the same date.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF MONTEREY PARK,
a municipal corporation.

MP MONTEREY PARK GOLF, LLC,

Paul Talbot
City Manager

ATTEST:

City Clerk

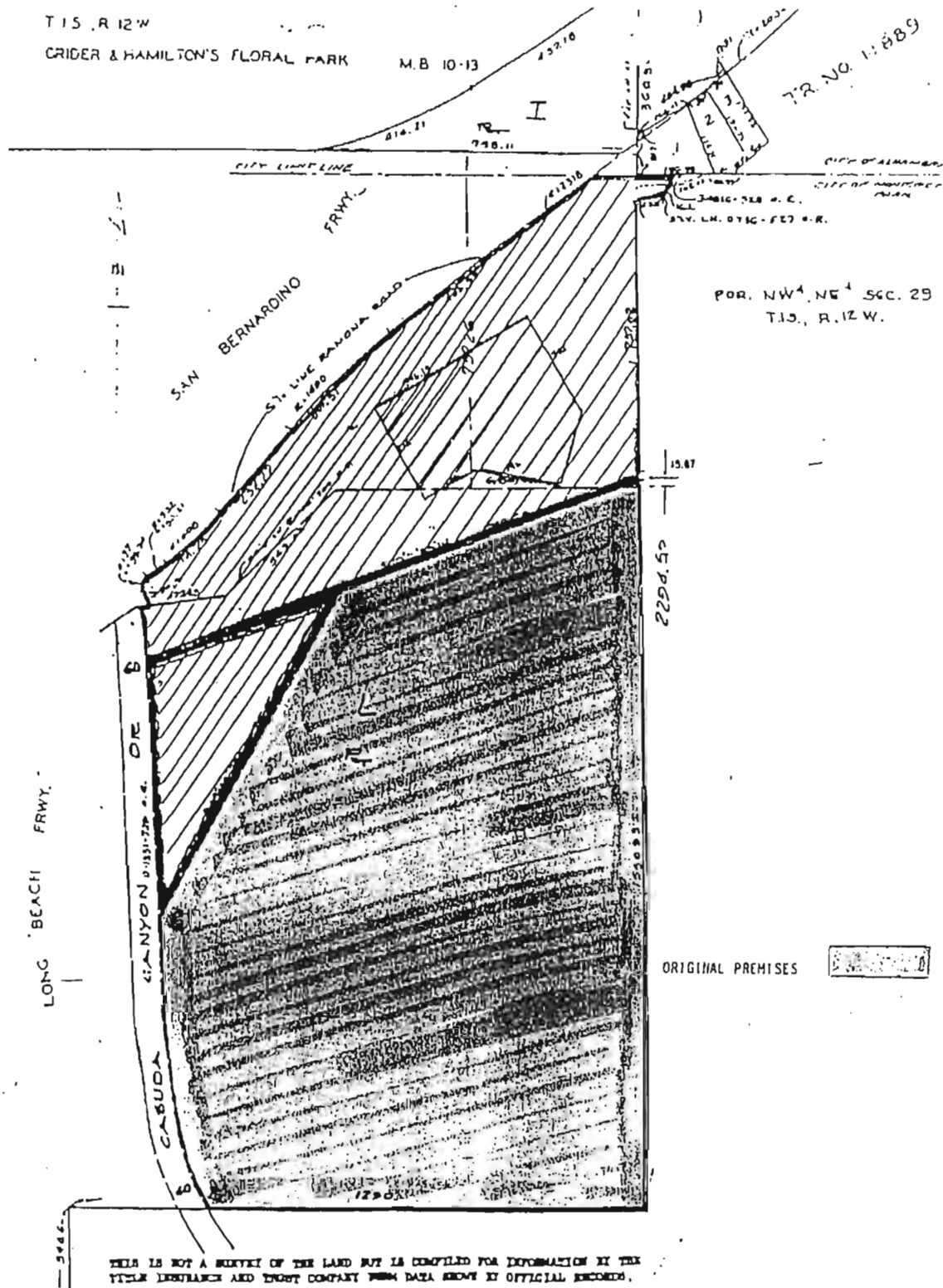
APPROVED AS TO FORM:
MARK D. HENSLEY, CITY ATTORNEY

By: _____
Karl H. Berger, Assistant City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

ORIGINAL PREMISES



LEGAL DESCRIPTION OF ORIGINAL PREMISES

1. PROPERTY LEASED. Lessor does hereby lease to Lessees the premises as shown on Exhibit "A" attached hereto in the City of Monterey Park, County of Los Angeles, State of California, and more particularly described as follows:

Beginning at the most easterly corner of Lot 3 of Tract No. 11889, in the City of Alhambra, County of Los Angeles, State of California, as per map recorded in book 230 pages 5 and 6 of Maps, Records of said County; thence along the southeasterly lines of said Lots 3 and 2, southwesterly, 92.27 feet ~~to the southeasterly~~, ~~92.27 feet~~ to the southeasterly corner of said Lot 2; thence along the southerly lines of said Lots 2 and 1, westerly 48.93 feet; thence along the southerly line of an easement for slopes and drainage facilities as granted to the State of California by deed recorded in book 34816, page 328 of Official Records, of said County, westerly 102.03 feet to the southeasterly line of the land described in Parcel 2 as granted to the State of California by deed recorded in book D-763, page 527 of said Official Records; thence southwesterly along last said southeasterly line, 16.20 feet; thence westerly along the southerly line of last mentioned deed 53.87 feet to a point in the easterly line of

Lot "L" of Grider and Hamilton's Floral Park in the City of Monterey Park, County of Los Angeles, State of California, as per map recorded in book 10, page 13 of maps in the office of the County Recorder of said County, distant southerly thereon 56.24 feet from the northeasterly corner of said Lot "L"; thence along said easterly line South $00^{\circ} 07' 20''$ East, to the southerly line of the northerly 737.62 feet of said Lot "L"; thence along last said southerly line South $89^{\circ} 40' 31''$ West 684.49 feet to the southeasterly line described in Parcel 1 of a Quitclaim Deed to the State of California recorded in book D-695 page 990 of said Official Records; thence along last said southeasterly line South $46^{\circ} 53' 00''$ West 343.68 feet; thence along the southerly line of last said deed South $83^{\circ} 27' 46''$ West, 177.43 feet; thence North $20^{\circ} 58' 50''$ West 36.77 feet to the beginning of a tangent curve concave southeasterly and having a radius of 27.00 feet; thence northeasterly along said curve through an angle of $83^{\circ} 16' 34''$ an arc distance of 39.24 feet to a point of reverse curve concave northwesterly and having a radius of 532.00 feet; thence northeasterly along said reverse curve through an angle of $05^{\circ} 24' 27''$ an arc distance of 50.21 feet to a point of compound curve concave northwesterly and having a radius of 608.00 feet; thence northeasterly along last said curve through an angle of $16^{\circ} 08' 17''$ an arc distance of 171.25 feet; thence tangent North $40^{\circ} 45' 00''$ East 232.27 feet to a tangent curve concave southeasterly and having a radius of 1,490.00 feet; thence northeasterly along this latter curve through an angle of $11^{\circ} 40' 30''$ an arc distance of 307.51 feet; thence tangent North $52^{\circ} 34' 30''$ East, 469.99 feet to a tangent curve concave northwesterly and having a radius of 2,318.00 feet; thence northeasterly along said last mentioned curve through an angle of $11^{\circ} 59' 06''$, an arc distance of 484.88 feet; thence North $40^{\circ} 35' 24''$ East 17.91 feet to the northwesterly prolongation of the northeasterly line of said Lot 3 of said Tract No. 11889; thence southeasterly along said prolongation and along said northeasterly line of said Lot 3 to the point of beginning.

EXCEPT therefrom that portion of said land, lying within the lines of Lot 15 of Tract No. 21878, in the City of Monterey Park, County of Los Angeles, State of California, as per map recorded in book 648 pages 1 to 3 inclusive of Maps, in the office of the County Recorder of said County.

AND IN ADDITION

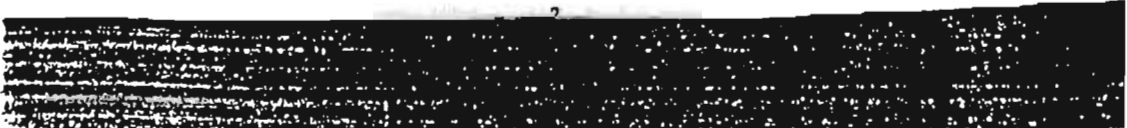
That portion of Lot L, Grider and Hamilton's Floral Park, in the City of Monterey Park, County of Los Angeles, State of California, as shown on map filed in Book 10, page 13, of Maps, in the office of the Recorder of said County, within the following described boundaries:

Beginning at the intersection of the southerly line of the northerly 737.62 feet of said lot with the easterly boundary of said lot; thence southerly and westerly along the easterly and southerly boundaries of said lot to the north-easterly boundary of that certain 60 foot strip of land described in Parcel A of deed to the City of Monterey Park for Casuda Canyon Drive, recorded as Document No. 4267, on August 23, 1961, in Book D1331, page 729, of Official Records, in the office of said Recorder; thence northwesterly and northerly along the northeasterly and easterly boundaries of said certain 60 foot strip of land and following the same in all its various courses and curves to the southerly boundary of that certain parcel of land described as Parcel 1 in deed to State of California, for freeway and frontage road, recorded as Document No. 1014, on December 17, 1959, in Book D695, page 990, of said Official Records; thence northeasterly and easterly along the southeasterly and southerly boundaries of said certain parcel of land to said southerly line; thence easterly along said southerly line to the point of beginning.

Excepting therefrom any portion thereof which lies within the northeast quarter of Section 29, Township 1 South, Range 12 West S.B.M.

except for that portion approximately 2 1/2 acres in area delineated on said Exhibit "A" and described thereon as "Restaurant and Banquet Facility" Site.

and except for that property described below as "Parcel D", which property was transferred to Casuda pursuant to the Land Transfer Agreement.



PARCEL D

That portion of Lot L, Grider and Hamilton's Floral Park, in the City of Monterey Park, County of Los Angeles, State of California, as shown on map filed in Book 10, Page 13, of Maps, in the Office of the Recorder of said County, within the following described boundaries:

Beginning at the intersection of the southerly line of the northerly 737.62 feet of said lot with the easterly boundary of said lot; thence southerly and westerly along the easterly and southerly boundaries of said lot to the northeasterly boundary of that certain 60 foot strip of land described in Parcel A of deed to the City of Monterey Park for Casuda Canyon Drive, recorded as Document No. 4267, on August 23, 1961, in Book D-1331, Page 729, of Official Records, in the Office of said Recorder; thence northwesterly and northerly along the northeasterly and easterly boundaries of said certain 60 foot strip of land and following the same in all its various courses and curves to the southerly boundary of that certain parcel of land described as Parcel 1 in deed to State of California, for freeway and frontage road, recorded as Document No. 1014, on December 17, 1959, in Book D-693, Page 990, of said office records; thence northeasterly and easterly along the southeasterly and southerly boundaries of certain parcel of land to said southerly line; thence easterly along said southerly line to the point of beginning.

EXCEPTING THEREFROM any portion thereof which lies within the northeast quarter of Section 29, Township 1 South, Range 12 West, San Bernardino Meridian.

ALSO EXCEPTING any portion thereof which lies northerly of the following described line:

Beginning at the intersection of the southerly line of the northerly 737.62 feet of said lot with the easterly boundary of said lot; thence northerly along said easterly boundary north 00° 07' 20" east 13.87 feet to the true point of beginning; thence south 70° 11' 55" west in a straight line to the easterly boundary of that certain 60 foot strip of land described in Parcel A of deed to the City of Monterey Park for Casuda Canyon Drive, recorded as Document No. 4267, on August 23, 1961, in Book D-1331, Page 729, of Official Records, in the Office of said County Recorder.

ALSO EXCEPTING that portion thereon which lies southeasterly of the following described line:

Beginning at the intersection of the southerly line of the northerly 737.62 feet of said lot with the easterly boundary of said lot; thence northerly along said easterly boundary north 00° 07' 20" east 13.87 feet to the true point of beginning; thence south 70° 11' 55" west 729.58 feet to an angle point, thence south 29° 22' 20" west 813.96 feet more or less to the easterly boundary on that certain 60 foot strip of land described in Parcel A of deed to the City of Monterey Park for Casuda Canyon Drive, recorded as Document No. 4267, on August 23, 1961, in Book D-1331, Page 729, of Official Records, in the Office of said County Recorder.

PORTION OF LOT "L" OF CRIDER AND HAMILTON'S
FLORAL PARK IN THE CITY OF MONTEREY PARK.

CASUDA'S PREMISES

COMMON AREA

1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
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LINE TABLE		
LINE	1.6-2.0	1.6-2.0
1	1.6-2.0	1.6-2.0
2	1.6-2.0	1.6-2.0
3	1.6-2.0	1.6-2.0
4	1.6-2.0	1.6-2.0
5	1.6-2.0	1.6-2.0
6	1.6-2.0	1.6-2.0
7	1.6-2.0	1.6-2.0
8	1.6-2.0	1.6-2.0
9	1.6-2.0	1.6-2.0
10	1.6-2.0	1.6-2.0
11	1.6-2.0	1.6-2.0
12	1.6-2.0	1.6-2.0
13	1.6-2.0	1.6-2.0
14	1.6-2.0	1.6-2.0
15	1.6-2.0	1.6-2.0
16	1.6-2.0	1.6-2.0
17	1.6-2.0	1.6-2.0
18	1.6-2.0	1.6-2.0
19	1.6-2.0	1.6-2.0
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30	1.6-2.0	1.6-2.0
31	1.6-2.0	1.6-2.0
32	1.6-2.0	1.6-2.0
33	1.6-2.0	1.6-2.0
34	1.6-2.0	1.6-2.0
35	1.6-2.0	1.6-2.0
36	1.6-2.0	1.6-2.0
37	1.6-2.0	1.6-2.0
38	1.6-2.0	1.6-2.0
39	1.6-2.0	1.6-2.0
40	1.6-2.0	1.6-2.0
41	1.6-2.0	1.6-2.0
42	1.6-2.0	1.6-2.0
43	1.6-2.0	1.6-2.0
44	1.6-2.0	1.6-2.0
45	1.6-2.0	1.6-2.0
46	1.6-2.0	1.6-2.0
47	1.6-2.0	1.6-2.0
48	1.6-2.0	1.6-2.0
49	1.6-2.0	1.6-2.0
50	1.6-2.0	1.6-2.0
51	1.6-2.0	1.6-2.0
52	1.6-2.0	1.6-2.0
53	1.6-2.0	1.6-2.0
54	1.6-2.0	1.6-2.0
55	1.6-2.0	1.6-2.0
56	1.6-2.0	1.6-2.0
57	1.6-2.0	1.6-2.0
58	1.6-2.0	1.6-2.0
59	1.6-2.0	1.6-2.0
60	1.6-2.0	1.6-2.0
61	1.6-2.0	1.6-2.0
62	1.6-2.0	1.6-2.0
63	1.6-2.0	1.6-2.0
64	1.6-2.0	1.6-2.0
65	1.6-2.0	1.6-2.0
66	1.6-2.0	1.6-2.0
67	1.6-2.0	1.6-2.0
68	1.6-2.0	1.6-2.0
69	1.6-2.0	1.6-2.0
70	1.6-2.0	1.6-2.0
71	1.6-2.0	1.6-2.0
72	1.6-2.0	1.6-2.0
73	1.6-2.0	1.6-2.0
74	1.6-2.0	1.6-2.0
75	1.6-2.0	1.6-2.0
76	1.6-2.0	1.6-2.0
77	1.6-2.0	1.6-2.0
78	1.6-2.0	1.6-2.0
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87	1.6-2.0	1.6-2.0
88	1.6-2.0	1.6-2.0
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92	1.6-2.0	1.6-2.0
93	1.6-2.0	1.6-2.0
94	1.6-2.0	1.6-2.0
95	1.6-2.0	1.6-2.0
96	1.6-2.0	1.6-2.0
97	1.6-2.0	1.6-2.0
98	1.6-2.0	1.6-2.0
99	1.6-2.0	1.6-2.0
100	1.6-2.0	1.6-2.0

IN 71655 MO 644-28/12



OLEN D. MURREY - CIVIL ENGINEER
303 S MONTEREY PASS ROAD
MONTEREY PARK, CALIFORNIA 91734
(310) 783-6997, (626) 708-7111

CITY OF MONTEREY PARK
GOLF AND RESTAURANT
LEASE PARCELS

[illegible]

LEGAL DESCRIPTION OF PROJECT

Parcel 1A

Beginning at the most easterly corner of Lot 3 of Tract No. 11889, in the City of Alhambra, County of Los Angeles, State of California, as per map recorded in book 230 pages 5 and 6 of Maps, Records of said County; thence along the southeasterly lines of said Lots 3 and 2, southwesterly, 92.27 feet to the southeasterly corner of said Lot 2; thence along the southerly lines of said Lots 2 and 1, westerly 48.93 feet; thence along the southerly line of an easement for slopes and drainage facilities as granted to the State of California by deed recorded in book 34816, page 328 of Official Records, of said County, westerly 102.03 feet to the southeasterly line of the land described in Parcel 2 as granted to the State of California by deed recorded in book D-763, page 527 of said Officials Records; thence southwesterly along last said southeasterly line, 16.20 feet; thence westerly along the southerly line of last mentioned deed 53.87 feet to a point in the easterly line of Lot "L" of Grider and Hamilton's Floral Park in the City of Monterey Park, County of Los Angeles, State of California, as per map recorded in book 10, page 13 of maps in the office of the County Recorder of said County, distant southerly thereon 56.24 feet from the northeasterly corner of said Lot "L"; thence along said easterly line South $00^{\circ} 07' 20''$ East, to the southerly line of the northerly 737.62 feet of said Lot "L"; thence along last said southerly line South $89^{\circ} 40' 31''$ West 684.49 feet to the southeasterly line described in Parcel 1 of a Quitclaim Deed to the State of California recorded in book D-695 page 990 of said Officials Records; thence along last said southeasterly line South $46^{\circ} 53' 00''$ West 343.68 feet; thence along the southerly line of last said deed South $83^{\circ} 27' 46''$ West, 177.43 feet; thence North $20^{\circ} 58' 50''$ West 36.77 feet to the beginning of a tangent curve concave southeasterly and having a radius of 27.00 feet; thence northeasterly along said curve through an angle of $83^{\circ} 18' 34''$ an arc distance of 39.24 feet to a point of reverse curve concave northwesterly and having a radius of 532.00 feet; thence northeasterly along said reverse curve through an angle of $05^{\circ} 24' 27''$ an arc distance of 50.21 feet to a point of compound curve concave northwesterly and having a radius of 608.00 feet; thence northeasterly along last said curve through an angle of $16^{\circ} 08' 17''$ an arc distance of 171.25 feet; thence tangent North $40^{\circ} 45' 00''$ East 232.27 feet to a tangent curve concave southeasterly and having a radius of 1,490.00 feet; thence northeasterly along this

latter curve through an angle of $11^{\circ} 49' 30''$ an arc distance of 307.51 feet; thence tangent North $52^{\circ} 34' 30''$ East, 469.99 feet to a tangent curve concave northwesterly and having a radius of 2,318.00 feet; thence northeasterly along said last mentioned curve through an angle of $11^{\circ} 59' 06''$ an arc distance of 484.88 feet; thence North $40^{\circ} 35' 24''$ East 17.91 feet to the northwesterly prolongation of the northeasterly line of said Lot 3 of said Tract No. 11889; thence southeasterly along said prolongation and along said northeasterly line of said Lot 3 to the point of beginning.

EXCEPT therefrom that portion of said land lying within the lines of Lot 15 of Tract No. 21878, in the City of Monterey Park, County of Los Angeles, State of California, as per map recorded in book 648 pages 1 to 3 inclusive of Maps, in the office of the County Recorder of said County.

Parcel 1B

That portion of Lot L, Grider and Hamilton's Floral Park in the City of Monterey Park, County of Los Angeles, State of California, as shown on map filed in Book 10, page 13, of Maps, in the office of the Recorder of said County, within the following described boundaries:

Beginning at the intersection of the southerly line of the northerly 737.62 feet of said lot with the easterly boundary of said lot; thence southerly and westerly along the easterly and southerly boundaries of said lot to the northeasterly boundary of that certain 60 foot strip of land described in Parcel A of deed to the City of Monterey Park for Casuda Canyon Drive, recorded as Document No. 4267, on August 23, 1961, in Book D1331, page 729, of Official Records, in the office of said Recorder; thence northwesterly and northerly along the northeasterly and easterly boundaries of said certain 60 foot strip of land and following the same in all its various courses and curves to the southerly boundary of that certain parcel of land described as Parcel 1 in deed to State of California, for freeway and frontage road, recorded as Document No. 1014, on December 17, 1959, in Book D695, page 990, of said Official Records; thence northeasterly and easterly along the southeasterly and southerly boundaries of said certain parcel of land to said southerly line; thence easterly along said southerly line to the point of beginning.

Excepting therefrom any portion thereof which lies within the northeast quarter of Section 29, Township 1 South, Range 12 West S. B. M.

PREMISES LEGAL DESCRIPTION

PARCEL 'X'

THAT PORTION OF LOT 'L' OF GRIDER AND HAMILTON'S FLORAL PARK, IN THE CITY OF MONTEREY PARK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 10, PAGE 13 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 'L'; THENCE N 7° 07' 20"W, ALONG THE EASTERLY LINE OF SAID LOT, 1288.27 FEET; THENCE S87° 57' 17"W, 281.72 FEET; THENCE S85° 51' 29"W, 10.18 FEET; THENCE S79° 39' 02"W, 10.32 FEET; THENCE S77° 04' 39"W, 80.70 FEET; THENCE N02° 37' 44"E, 57.84 FEET; THENCE N82° 51' 52"W, 33.62 FEET; THENCE N08° 43' 26"E, 81.00 FEET; THENCE N88° 05' 58"W, 91.46 FEET; THENCE, S80° 22' 36"W, 49.40 FEET; THENCE S09° 49' 10"W, 14.24 FEET; THENCE S51° 43' 50"W, 25.14 FEET; THENCE S85° 28' 31"W, 48.24 FEET; THENCE S69° 23' 57"W, 213.54 FEET; THENCE S03° 35' 56"E, 132.47 FEET; THENCE S29° 38' 59"W, 234.83 FEET; THENCE S50° 53' 05"W, 48.31 FEET; THENCE S05° 05' 02"W, 48.31 FEET; THENCE S05° 35' 23"W, 88.87 FEET; THENCE S28° 23' 55"W, 26.88 FEET; THENCE S17° 13' 10"E, 40.28 FEET; THENCE S10° 32' 10"E, 43.87 FEET; THENCE S01° 54' 41"W, 37.95 FEET TO A TANGENT CURVE CONCAVED NORTHWESTERLY OF RADIUS 60.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 65° 33' 04"; THENCE ALONG A LINE TANGENT TO SAID CURVE: S87° 27' 44"W, 3.13 FEET; THENCE S08° 49' 37"E, 358.10 FEET TO A TANGENT CURVE CONCAVED NORTHEASTERLY OF RADIUS 275.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66° 10' 05"; THENCE ALONG A LINE TANGENT TO SAID CURVE S74° 59' 42"E, 15.53 FEET TO THE NORTH LINE OF TRACT NO. 24665 AS PER MAP RECORDED IN BOOK 88, PAGES 39 THROUGH 42 OF MAPS OF SAID COUNTY; THENCE ALONG SAID NORTH LINE N89° 43' 35"E, 718.61 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

3-YEAR RESTORATION PLAN

LWL INVESTMENT GROUP, LLC



Monterey Park Golf Course 3 Year Restoration Plan

RE: **MP Monterey Park Golf, LLC**

Construction Area	Items	Price
Range (Completion before the first 12 months)		
	Concrete Loop from Clubhouse to end of hitting area	\$ 150,000.00
	Range Automation Automatic Teeing System	\$ 500,000.00
	Range Netting	\$ 250,000.00
		<u>\$ 900,000.00</u>

Buildings/Golf Course (12 to 36 months after takeover)

	New Sand and shaping of Bunkers	\$ 50,000.00
	Renovating Greens	\$ 50,000.00
	Golf Shop Pictures	\$ 75,000.00
	Restrooms	\$ 25,000.00
	Café	\$ 75,000.00
	Computers	\$ 30,000.00
		<u>\$ 305,000.00</u>
Total Investment within the First 5 years		\$ 1,205,000.00

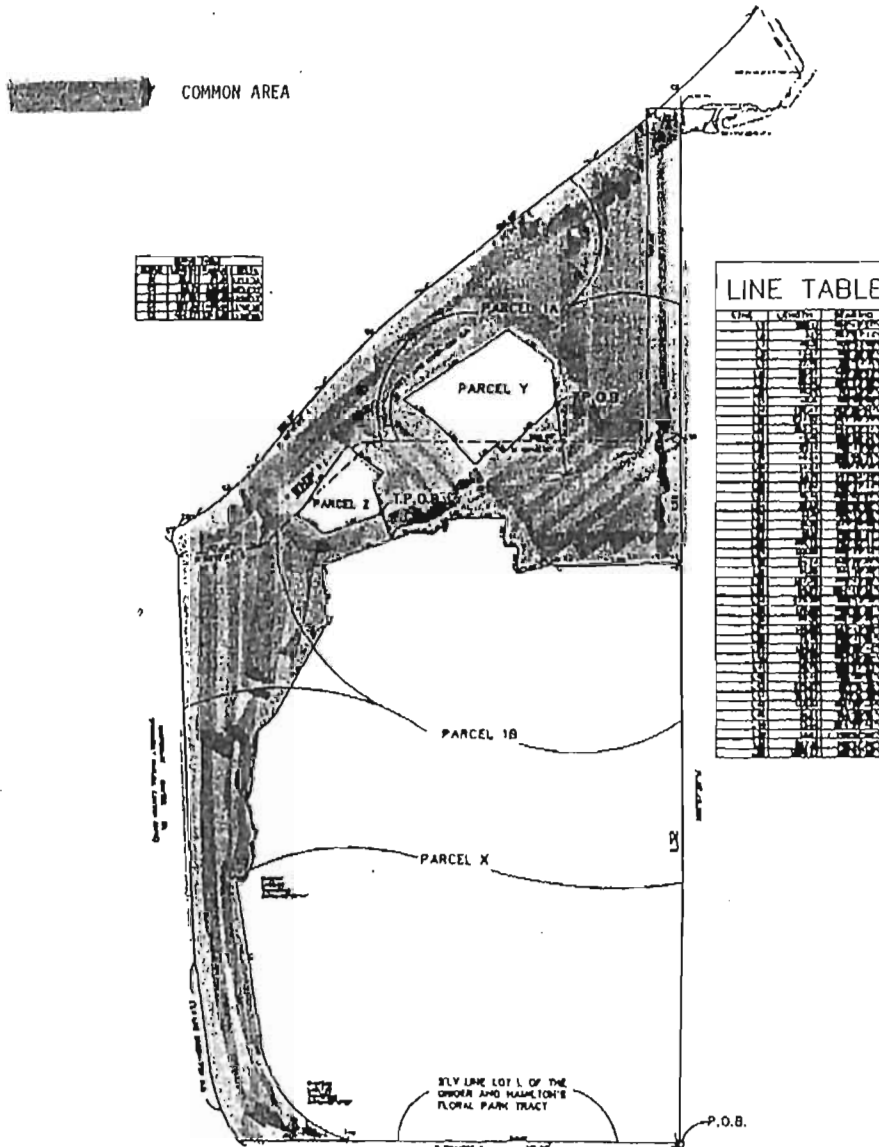
EXHIBIT "C"

COMMON AREA DESCRIPTION

EXHIBIT C

VISUAL DEPICTION AND LEGAL DESCRIPTION OF COMMON AREA

PORTION OF LOT "L" OF CRIDER AND HAMILTON'S
FLORAL PARK IN THE CITY OF MONTEREY PARK



IN 2465 MB 868-38/12



OLAN D. MURRAY - CIVIL ENGINEER
841 S MONTELEONE PASS ROAD
MONTEREY PARK, CALIFORNIA 91764
(310) 283-8002, (310) 284-7811

CITY OF MONTEREY PARK
GOLF AND RESTAURANT
LEASE PARCELS

NO.	DATE	DESCRIPTION	BY	DATE	REMARKS
1	11/11/88	LEASE PARCELS	OLAN D. MURRAY	11/11/88	1
2	11/11/88	LEASE PARCELS	OLAN D. MURRAY	11/11/88	1
3	11/11/88	LEASE PARCELS	OLAN D. MURRAY	11/11/88	1
4	11/11/88	LEASE PARCELS	OLAN D. MURRAY	11/11/88	1
5	11/11/88	LEASE PARCELS	OLAN D. MURRAY	11/11/88	1
6	11/11/88	LEASE PARCELS	OLAN D. MURRAY	11/11/88	1
7	11/11/88	LEASE PARCELS	OLAN D. MURRAY	11/11/88	1
8	11/11/88	LEASE PARCELS	OLAN D. MURRAY	11/11/88	1
9	11/11/88	LEASE PARCELS	OLAN D. MURRAY	11/11/88	1
10	11/11/88	LEASE PARCELS	OLAN D. MURRAY	11/11/88	1
11	11/11/88	LEASE PARCELS	OLAN D. MURRAY	11/11/88	1
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77	11/11/88	LEASE PARCELS	OLAN D. MURRAY	11/11/88	1
78	11/11/88	LEASE PARCELS	OLAN D. MURRAY	11/11/88	1
79	11/11/88	LEASE PARCELS	OLAN D. MURRAY	11/11/88	1
80	11/11/88	LEASE PARCELS	OLAN D. MURRAY	11/11/88	1
81	11/11/88	LEASE PARCELS	OLAN D. MURRAY	11/11/88	1
82	11/11/88	LEASE PARCELS	OLAN D. MURRAY	11/11/88	1
83	11/11/88	LEASE PARCELS	OLAN D. MURRAY	11/11/88	1
84	11/11/88	LEASE PARCELS	OLAN D. MURRAY	11/11/88	1
85	11/11/88	LEASE PARCELS	OLAN D. MURRAY	11/11/88	1
86	11/11/88	LEASE PARCELS	OLAN D. MURRAY	11/11/88	1
87	11/11/88	LEASE PARCELS	OLAN D. MURRAY	11/11/88	1
88	11/11/88	LEASE PARCELS	OLAN D. MURRAY	11/11/88	1
89	11/11/88	LEASE PARCELS	OLAN D. MURRAY	11/11/88	1
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91	11/11/88	LEASE PARCELS	OLAN D. MURRAY	11/11/88	1
92	11/11/88	LEASE PARCELS	OLAN D. MURRAY	11/11/88	1
93	11/11/88	LEASE PARCELS	OLAN D. MURRAY	11/11/88	1
94	11/11/88	LEASE PARCELS	OLAN D. MURRAY	11/11/88	1
95	11/11/88	LEASE PARCELS	OLAN D. MURRAY	11/11/88	1
96	11/11/88	LEASE PARCELS	OLAN D. MURRAY	11/11/88	1
97	11/11/88	LEASE PARCELS	OLAN D. MURRAY	11/11/88	1
98	11/11/88	LEASE PARCELS	OLAN D. MURRAY	11/11/88	1
99	11/11/88	LEASE PARCELS	OLAN D. MURRAY	11/11/88	1
100	11/11/88	LEASE PARCELS	OLAN D. MURRAY	11/11/88	1

3178

Parcel 1A

Beginning at the most easterly corner of Lot 3 of Tract No. 11889, in the City of Alhambra, County of Los Angeles, State of California, as per map recorded in book 230 pages 5 and 6 of Maps, Records of said County; thence along the southeasterly lines of said Lots 3 and 2, southwesterly, 92.27 feet to the southeasterly corner of said Lot 2; thence along the southerly lines of said Lots 2 and 1, westerly 48.93 feet; thence along the southerly line of an easement for slopes and drainage facilities as granted to the State of California by deed recorded in book 34816, page 328 of Official Records, of said County, westerly 102.03 feet to the southeasterly line of the land described in Parcel 2 as granted to the State of California by deed recorded in book D-763, page 527 of said Officials Records; thence southwesterly along last said southeasterly line, 16.20 feet; thence westerly along the southerly line of last mentioned deed 53.87 feet to a point in the easterly line of Lot "L" of Grider and Hamilton's Floral Park in the City of Monterey Park, County of Los Angeles, State of California, as per map recorded in book 10, page 13 of maps in the office of the County Recorder of said County, distant southerly thereon 56.24 feet from the northeasterly corner of said Lot "L"; thence along said easterly line South $00^{\circ} 07' 20''$ East, to the southerly line of the northerly 737.62 feet of said Lot "L"; thence along last said southerly line South $89^{\circ} 40' 31''$ West 684.49 feet to the southeasterly line described in Parcel 1 of a Quitclaim Deed to the State of California recorded in book D-695 page 990 of said Officials Records; thence along last said southeasterly line South $46^{\circ} 53' 00''$ West 343.68 feet; thence along the southerly line of last said deed South $83^{\circ} 27' 48''$ West, 177.43 feet; thence North $20^{\circ} 58' 50''$ West 38.77 feet to the beginning of a tangent curve concave southeasterly and having a radius of 27.00 feet; thence northeasterly along said curve through an angle of $83^{\circ} 18' 34''$ an arc distance of 39.24 feet to a point of reverse curve concave northwesterly and having a radius of 532.00 feet; thence northeasterly along said reverse curve through an angle of $05^{\circ} 24' 27''$ an arc distance of 50.21 feet to a point of compound curve concave northwesterly and having a radius of 808.00 feet; thence northeasterly along last said curve through an angle of $16^{\circ} 08' 17''$ an arc distance of 171.25 feet; thence tangent North $40^{\circ} 45' 00''$ East 232.27 feet to a tangent curve concave southeasterly and having a radius of 1,490.00 feet; thence northeasterly along this latter curve through an angle of $11^{\circ} 49' 30''$ an arc distance of 307.51 feet; thence tangent North $52^{\circ} 34' 30''$ East, 469.99 feet to a tangent curve concave northwesterly and having a radius of 2,318.00 feet; thence northeasterly along said last mentioned curve through an angle of $11^{\circ} 58' 06''$ an arc distance of 484.88 feet; thence North $40^{\circ} 35' 24''$ East 17.91 feet to the northwesterly prolongation of the northeasterly line of said Lot 3 of said Tract No. 11889; thence southeasterly along said prolongation and along said northeasterly line of said Lot 3 to the point of beginning.

EXCEPT therefrom that portion of said land lying within the lines of Lot 15 of Tract No. 21878, in the City of Monterey Park, County of Los Angeles, State of California, as per map recorded in book 648 pages 1 to 3 inclusive of Maps, in the office of the County Recorder of said County.

Parcel 1B

That portion of Lot L, Grider and Hamilton's Floral Park in the City of Monterey Park, County of Los Angeles, State of California, as shown on map filed in Book 10, page 13, of Maps, in the office of the Recorder of said County, within the following described boundaries:

Beginning at the intersection of the southerly line of the northerly 737.62 feet of said lot with the easterly boundary of said lot; thence southerly and westerly along the easterly and southerly boundaries of said lot to the northeasterly boundary of that certain 60 foot strip of land described in Parcel A of deed to the City of Monterey Park for Casuda Canyon Drive, recorded as Document No. 4267, on August 23, 1961, in Book D1331, page 729, of Official Records, in the office of said Recorder; thence northwesterly and northerly along the northeasterly and easterly boundaries of said certain 60 foot strip of land and following the same in all its various courses and curves to the southerly boundary of that certain parcel of land described as Parcel 1 in deed to State of California, for freeway and frontage road, recorded as Document No. 1014, on December 17, 1959, in Book D695, page 990, of said Official Records; thence northeasterly and easterly along the southeasterly and southerly boundaries of said certain parcel of land to said southerly line; thence easterly along said southerly line to the point of beginning.

Excepting therefrom any portion thereof which lies within the northeast quarter of Section 29, Township 1 South, Range 12 West S. B. M.

EXCEPTING FROM PARCELS 1A AND 1B THE FOLLOWING PARCELS X, Y AND Z:

PARCEL "X"

THAT PORTION OF LOT "L" OF GRIDER AND HAMILTON'S FLORAL PARK, IN THE CITY OF MONTEREY PARK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 10, PAGE 13 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT "L"; THENCE N 7° 07' 20"W, ALONG THE EASTERLY LINE OF SAID LOT, 1288.27 FEET; THENCE S87° 57' 17"W, 281.72 FEET; THENCE S85° 51' 29"W, 10.18 FEET; THENCE S79° 39' 02"W, 10.32 FEET; THENCE S77° 04' 39"W, 80.70 FEET; THENCE N02° 37' 44"E, 57.84 FEET; THENCE N82° 51' 52"W, 33.62 FEET; THENCE N08° 43' 26"E, 81.00 FEET; THENCE N88° 05' 59"W, 91.46 FEET; THENCE S80° 22' 36"W, 49.40 FEET; THENCE S08° 49' 10"W, 14.24 FEET; THENCE S51° 43' 50"W, 25.14 FEET; THENCE S85° 28' 31"W, 48.24 FEET; THENCE S69° 23' 57"W, 213.54 FEET; THENCE S03° 35' 56"E, 132.47 FEET; THENCE S29° 38' 59"W, 234.83 FEET; THENCE S50° 53' 05"W, 48.31 FEET; THENCE S05° 05' 02"W, 48.31 FEET; THENCE S05° 35' 23"W, 88.87 FEET; THENCE S28° 23' 55"W, 26.86 FEET; THENCE S17° 13' 10"E, 40.28 FEET; THENCE S10° 32' 10"E, 43.87 FEET; THENCE S01° 54' 41"W, 37.95 FEET TO A TANGENT CURVE CONCAVED NORTHWESTERLY OF RADIUS 80.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 65° 33' 04"; THENCE ALONG A LINE TANGENT TO SAID CURVE: S67° 27' 44"W, 3.13 FEET; THENCE S08° 49' 37"E, 358.10 FEET TO A TANGENT CURVE CONCAVED NORTHEASTERLY OF RADIUS 275.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66° 10' 05"; THENCE ALONG A LINE TANGENT TO SAID CURVE S74° 56' 42"E, 15.53 FEET TO THE NORTH LINE OF TRACT NO. 24665 AS PER MAP RECORDED IN BOOK 68, PAGES 39 THROUGH 42 OF MAPS OF SAID COUNTY; THENCE ALONG SAID NORTH LINE N89° 43' 35"E, 719.61 FEET TO THE POINT OF BEGINNING.

PARCEL "Y"

THAT PORTION OF LOT "L" OF GRIDER AND HAMILTON'S FLORAL PARK, IN THE CITY OF MONTEREY PARK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 10, PAGE 13 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT "L", THENCE N 07° 07' 20"W ALONG THE EASTERLY LINE OF SAID LOT, 1569.26 FEET; THENCE S70° 11' 35"W, 270.23 FEET; THENCE N06° 38' 48"W, 162.04 FEET; TO THE TRUE POINT OF BEGINNING THENCE S46° 49' 46"W, 160.88 FEET; THENCE N43° 19' 37"W, 24.74 FEET, THENCE S46° 18' 35"W, 81.55 FEET; THENCE N43° 43' 12"W, 127.78 FEET, THENCE N54° 43' 36"W, 89.27 FEET; THENCE N56° 13' 50"E, 279.38 FEET, THENCE S53° 51' 35"E, 119.88 FEET; THENCE S06° 38' 48"E, 94.52 FEET TO THE TRUE POINT OF BEGINNING.

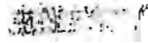
PARCEL "Z"

THAT PORTION OF LOT "L" OF GRIDER AND HAMILTON'S FLORAL PARK, IN THE CITY OF MONTEREY PARK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 10, PAGE 13 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT "L"; THENCE N 07° 07' 20"W ALONG THE EASTERLY LINE OF SAID LOT, 1569.26 FEET; THENCE S70° 11' 35"W, 683.88 FEET; THENCE N16° 50' 51"W 61.24 FEET TO THE TRUE POINT OF BEGINNING; THENCE S69° 43' 58"W, 140.23 FEET; THENCE N52° 41' 06"W, 71.48 FEET; N35° 58' 42"E, 188.81 FEET; THENCE S54° 15' 32"E, 98.80 FEET; S35° 57' 55"W, 35.78 FEET; THENCE S18° 10' 51"E, 63.45 FEET TO THE TRUE POINT OF BEGINNING.

COMMON AREA CASUALTY CARVE-OUT

PORTION OF LOT "L" OF GRIDER AND HAMILTON'S
FLORAL PARK IN THE CITY OF MONTEREY PARK



PREMISES



CASUDA'S PREMISES

PROJECT

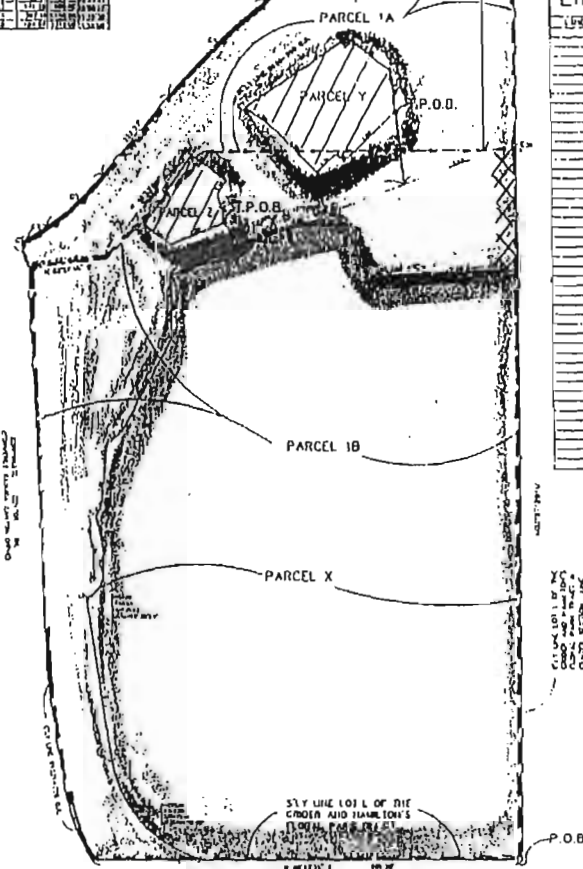
COMMON AREA

LINE	SECTION	AREA	PERCENT
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3	3	1.00	100.00
4	4	1.00	100.00
5	5	1.00	100.00
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97	97	1.00	100.00
98	98	1.00	100.00
99	99	1.00	100.00
100	100	1.00	100.00

Common Area Casualty
Carve-Out

LINE TABLE

LINE	SECTION	AREA	PERCENT
1	1	1.00	100.00
2	2	1.00	100.00
3	3	1.00	100.00
4	4	1.00	100.00
5	5	1.00	100.00
6	6	1.00	100.00
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8	8	1.00	100.00
9	9	1.00	100.00
10	10	1.00	100.00
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12	12	1.00	100.00
13	13	1.00	100.00
14	14	1.00	100.00
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98	98	1.00	100.00
99	99	1.00	100.00
100	100	1.00	100.00



IN 21655 HQ 600-38/42



OLEH D. MURNEY - CIVIL ENGINEER
383 S. HUNTER PASS ROAD
MONTEREY PARK, CALIFORNIA 91754
(714) 383-8880, (714) 784-7811

CITY OF MONTEREY PARK
GOLF AND RESTAURANT
LEASE PARCELS

DATE	DESCRIPTION	AMOUNT	PERCENT
1/1/78	LEASE PARCELS	1.00	100.00
2/1/78	LEASE PARCELS	1.00	100.00
3/1/78	LEASE PARCELS	1.00	100.00
4/1/78	LEASE PARCELS	1.00	100.00
5/1/78	LEASE PARCELS	1.00	100.00
6/1/78	LEASE PARCELS	1.00	100.00
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11/1/78	LEASE PARCELS	1.00	100.00
12/1/78	LEASE PARCELS	1.00	100.00
1/1/79	LEASE PARCELS	1.00	100.00
2/1/79	LEASE PARCELS	1.00	100.00
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5/1/84	LEASE PARCELS	1.00	100.00
6/1/84	LEASE PARCELS	1.00	100.00
7/1/84	LEASE PARCELS	1.00	100.00
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12/1/86	LEASE PARCELS	1.00	100.00
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11/1/96	LEASE PARCELS	1.00	100.00
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5/1/97	LEASE PARCELS	1.00	100.00
6/1/97	LEASE PARCELS	1.00	100.00
7/1/97	LEASE PARCELS	1.00	100.00
8/1/97	LEASE PARCELS	1.00	100.00
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12/1/97	LEASE PARCELS	1.00	100.00
1/1/98	LEASE PARCELS	1.00	100.

LEGAL DESCRIPTION OF COMMON AREA CASUALTY CARVE-OUT

LEGAL DESCRIPTION
REV. 8/19/99

PARCEL S-1

THAT PORTION OF LOT "L" OF GRIDER AND HAMILTON'S FLORAL PARK, IN THE CITY OF MONTEREY PARK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 10, PAGE 13 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID "L" ; THENCE N 0°07'20"W, ALONG THE EASTERLY LINE OF SAID LOT, 1288.27 FEET, TO THE TRUE POINT OF BEGINNING; THENCE S 87°57'17" W, 153.73 FEET; THENCE N 6°47'17" E, 109.84 FEET; THENCE N 6°53'53" E, 133.71 FEET; THENCE N 70° 11' 35"E, 131.79 FEET; THENCE S 0°07'20"E, ALONG SAID EASTERLY LINE, 280.99 FEET, TO THE TRUE POINT OF BEGINNING.

EXHIBIT "D"

NO VALET AREA DESCRIPTION

EXHIBIT D

RESERVED PARKING AND "NO VALET AREA"

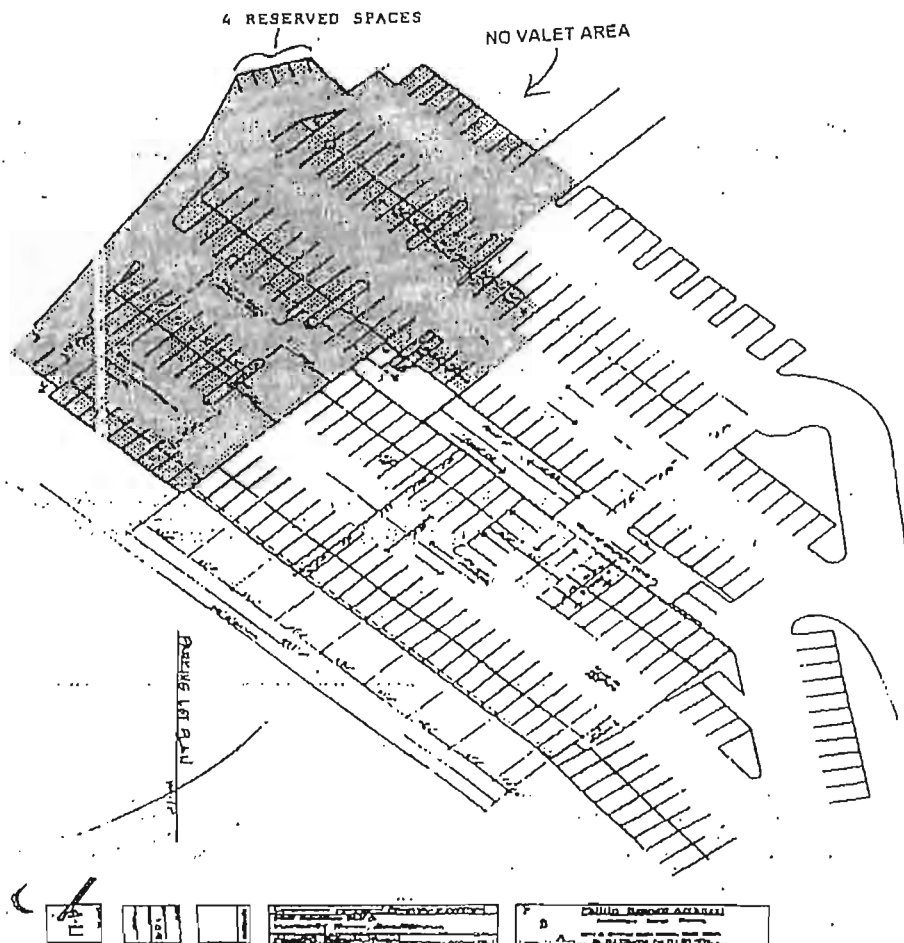


EXHIBIT “E”

MINIMUM MAINTENANCE STANDARDS

Contractor MUST utilize these specifications as a minimum. Standards and frequencies may be modified from time to time, with City approval, for the proper maintenance of the Golf Course. Concessionaire will be expected to maintain the premises in a condition at least comparable to other public Golf Courses in the South Coast area.

1. Maintain all greens observing the following minimum requirements:
 - (a) Change cups and repair ball markers daily.
 - (b) Mow greens daily at a height of 3/16” and remove clippings.
 - (c) Verticut greens twice a month on a year round basis.
 - (d) Aerify greens at least three times per year.
 - (e) Topdress greens following each aerification with a mixture of sand and gypsum. Additionally, all greens should be topdressed following overseeding twice per year.
 - (f) Treat greens for control of insects, disease, weeds and other pests as required by turf or weather conditions.
 - (g) Apply appropriate fertilizer per industry standards.
 - (h) Apply micro nutrients at a ratio determined by soil testing that is to be performed every 2 years.
2. Maintain all tees observing the following minimum requirements:
 - (a) Replace tee mats at least twice a year
 - (b) Maintain ball washers with clean water and soap daily. Additionally, provide clean tee towels as necessary.
3. Maintain all fairways observing the following minimum requirements:
 - (a) Mow fairways at least twice per week at 9/16” height, or more often if conditions require.
 - (b) Verticut fairways as needed, for turf health and playing conditions.
 - (c) Aerify all fairways once a year.

- (d) Overseed and topdress (or re-sod), worn or bare areas of fairways as they occur.
 - (e) Treat turf to control weeds, disease, insects and other pests as necessary to maintain a healthy turf.
 - (f) Apply appropriate fertilizer, per industry standards.
 - (g) Apply micro nutrients at a ratio determined by soil testing that is to be performed every 2 years.
4. Maintain turf at driving range and landscaped lawn observing the following minimum requirements:
- (a) Mow at least once per week at not to exceed one inch height.
 - (b) Verticut as needed to promote healthy growth.
 - (c) Aerify as needed.
 - (d) Overseed and topdress (or re-sod), worn or bare areas in turf as they occur.
 - (e) Treat turf to control weeds, diseases, insects, and other pests as necessary to maintain a healthy turf.
5. Maintain one sod nursery for all the greens, and fairways, at all times.
- (a) Greens-Bentgrass/Poa Annua/highbred blue grass.
 - (i) Maintain according to greens maintenance specifications.
 - (ii) Following removal of sod replace soil and re-seed.
 - (b) Fairways - Mixed grasses.
 - (i) Maintain according to tee maintenance specifications.
 - (ii) Following removal of sod replace soil and re-seed or stolonize.
6. Maintain all Golf Course accessory equipment in clean, safe, functioning condition at all times, replacing with City approved equipment and/or materials as necessary, including but not limited to the following:
- (a) All signs
 - (b) Tee benches
 - (c) Tee markers

- (d) Ball washers, including tees towels and soap
 - (e) Out of bounds markers
 - (f) Distance markers
 - (g) Greens flags, poles and cups
 - (h) Practice green markers and cups
 - (i) Trash receptacles
 - (j) Spike brushes, shoe
7. Maintain adjacent roadways and their slopes free of brush, weeds and debris at all times.
 8. Remove all litter daily from Golf Course grounds and driving range. Remove all trash and debris resulting from Golf Course maintenance as it occurs. Clean, repair and replace trash receptacles as necessary to maintain clean, safe and sanitary conditions at all times.
 9. Maintain entire irrigation system, including gate valve assemblies, main lines, electric valves, lateral lines, sprinkler heads and controllers in good repair, functioning properly and conforming to all related codes and regulations at all times.
 10. Irrigate all turf and landscape plantings as necessary to maintain healthy growth at all times.
 11. Maintain shrub and groundcover plantings and lawn areas in a manner to promote proper healthy growth and an aesthetically pleasing appearance and weed free condition at all times.
 12. Maintain all trees in a safe, healthy and aesthetically pleasing condition at all times, keeping adjacent turf mowed and trimmed to the trunks of trees on Golf Course.
 13. Maintain all sand traps in raked, edged and weed-free condition at all times, replacing sand and rakes as necessary.
 14. Take whatever preventative steps are necessary to protect all slope areas from erosion, fire and rodent damage at all times.
 15. Control rodent and other animal pests as necessary to prevent erosion and destruction of plantings on Golf Course property at all times.
 16. Maintain water hazards at proper depth and free of algae and debris at all times.
 17. Maintain flow lines, swales, sub-surface drainage systems in clear, weed-free and proper functioning condition at all times.
 18. Observe all legal requirements and safety regulations in the use and storage of chemicals, hazardous materials, supplies and equipment at all times.

19. Maintain golf maintenance storage room and yard in a clean, orderly and safe condition at all times, conforming to all applicable laws and regulations.
20. Protect golfers from injury and the Golf Course from damage in periods of frost, rainy weather and other unusual conditions at all times.
21. Maintain exterior drinking water stations and fountains in clean, sanitary and safe operation condition and providing bottled water at all times.
22. Maintain walkways, handrails on walkways, in clean, edged, safe, weed-free condition at all times.
23. Maintain all fencing, netting and fence lines in safe, secure and aesthetically pleasing condition at all times.
24. Maintain field restrooms in clean, sanitary and safe operating condition at all times. This restroom is on a septic tank. Contractor is responsible for all associated costs.
25. Maintain effluent basket strainers in clean and proper function condition at all times.
26. Contractor must pay ALL water costs associated with his operation. This includes domestic water costs for backup irrigation well, reclaimed water costs for irrigation, and bottled drinking water at locations throughout the course.

Golf Course

**FIRST AMENDED AND RESTATED LEASE
BETWEEN**

**CITY OF MONTEREY PARK,
A MUNICIPAL CORPORATION**

LANDLORD

and

**M.P.G.C. LIMITED PARTNERSHIP,
A CALIFORNIA LIMITED PARTNERSHIP**

TENANT

FIRST AMENDED AND RESTATED LEASE

This First Amended and Restated Lease ("Lease") is dated as of the 1st day of September, 1999 ("Effective Date") and is entered into by and between the CITY OF MONTEREY PARK, a municipal corporation ("Landlord"), and M.P.G.C. Limited Partnership, a California limited partnership ("Tenant"). Each of Landlord and Tenant are sometimes hereinafter referred to as a "Party" and collectively as the "Parties".

RECITALS

A. WHEREAS, Landlord entered into a Lease dated as of September 23, 1970 with Tenant's predecessor-in-interest George C. Lane, Steven G. Lane and Christopher Jones, doing business as MONTEREY PARK GOLF COURSE, a general partnership (Tenant's Predecessor-In-Interest"), who subsequently transferred and assigned the Lease to George K. Ahn, Mary I. Ahn, and Chong Op Kim (also known as John Chongop Kim) and his then wife Kum Ok Kim (Ms. Kim has since deceased and Mr. Kim is presently married to Susan Chaeok Kim), the principals and shareholders of Tenant, such Lease having been amended by (i) that certain Amendment to Lease dated as of May 31, 1985, by and between Landlord and Tenant's Predecessor-In-Interest, (ii) that certain Termination of Lease (undated), by and between Landlord and Tenant's Predecessor-In-Interest, and (iii) that certain Land Transfer Agreement dated as of July 15, 1985, by and between Tenant's Predecessor-In-Interest and Casuda Canyon Restaurant Corporation, a California corporation ("Casuda") (collectively, the "Original Lease Agreement"), pursuant to which Tenant leases from Landlord that certain real property (the "Original Premises") which is (a) depicted as the "Original Premises" on Exhibit "A" attached hereto and legally described in Exhibit "A-1" attached hereto, and (b) located within the Project (as defined in Section 1.1 below) and adjacent to the premises leased by Casuda under that certain Lease dated October 7, 1970, a memorandum of which was recorded on May 4, 1988 in the Official Records of Los Angeles County as Instrument No. 88-618585, by and between Landlord and Casuda, as amended.

B. WHEREAS, the execution by Landlord and Casuda of that certain First Amended and Restated Lease dated as of June 1, 1999 ("Restated Casuda Lease") is imminent, and such Restated Casuda Lease, among other things, (i) redefines Casuda's premises and defines the Project Common Area (as such terms are defined below) in a manner consistent with the terms of this Lease, (ii) requires Casuda to raise a portion of Tenant's golf course fencing, as further described in Section 5.3 below, (iii) requires Casuda to make improvements, including a new parking structure, to the Common Area for the benefit of Casuda, Landlord and Tenant, and (iv) requires Casuda to transfer to Tenant, in accordance with the terms of Section 15.3 of this Lease, the Snack Stand Sublease (as defined in Section 15.3 below) and all of Tenant's right, title and interest in the premises that is subject to the Snack Stand Sublease.

C. WHEREAS, the Parties hereby agree that with respect to all obligations of the Parties, including without limitation any and all Losses and Liabilities (as defined in Section 5.6.1 below) arising out of any acts or omissions of the Parties, applicable to or occurring during the term of the Original Lease Agreement and prior to the Effective Date of this Lease, the terms and conditions of the Original Lease Agreement shall be dispositive in governing the rights and responsibilities of the Parties.

D. WHEREAS, the Parties now desire to amend and restate the Original Lease Agreement for purposes of creating a new lease agreement which shall govern the Parties' rights and responsibilities from and after the Effective Date.

NOW, THEREFORE, Landlord and Tenant hereby amend and restate, as of the Effective Date, the Original Lease Agreement to read in its entirety as follows:

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the real property hereinafter defined as the "Premises" upon the following terms and conditions:

ARTICLE 1. PREMISES

1.1 **Premises: Project.** The premises demised and leased hereunder ("Premises") are to be located in that portion of the Project identified as the "Premises" on the "Project Site Plan" attached hereto as Exhibit "B" and shall consist of that real property legally described in Exhibit "D" and located in the City of Monterey Park, County of Los Angeles, State of California, and includes all improvements and fixtures heretofore and hereafter erected therein or affixed thereto. "Project" as used herein means that area depicted as the "Project" on the Project Site Plan and legally described in Exhibit "C", and all buildings and improvements on or to be built on such area.

ARTICLE 2. TERM

2.1 **Term: Lease Year.** The term of this Lease ("Term") shall commence ("Commencement Date") on the Effective Date set forth above and shall end at midnight on September 23, 2020, unless the Term of this Lease is sooner terminated or extended as provided for herein. "Lease Year" as used herein means each of the consecutive twelve (12) calendar month periods during the Term beginning on September 24 of each year and ending on September 23 of the following year; except that, the first (1st) Lease Year ("Lease Year 1") shall be that period from the Commencement Date until September 23, 1999. All rental computations under this Lease with respect to Lease Year 1 and any partial Lease Year shall be prorated based on a 360-day year.

2.2 **Option to Extend.** Tenant shall have the option ("Option") to extend the Term, subject to all the provisions of this Lease, for one (1) additional period of twenty (20) Lease Years (such period is herein referred to as the "Extension Period"), the Extension Period commencing upon the expiration of the original Term. With respect to the Extension

Period, Tenant may exercise the Option by (i) giving Landlord written notice (in the manner prescribed by Section 17.3) of Tenant's irrevocable exercise of the Option not less than eighteen (18) months prior to the scheduled expiration of the original Term. Failure to timely exercise the Option for the Extension Period shall automatically terminate and nullify the Option for the Extension Period. After the valid exercise of the Option, all references in this Lease to the Term hereof shall be considered to mean the Term as extended for the Extension Period, and all references to the end of the Term shall be considered to mean the end of the Term as extended for the Extension Period.

Tenant's right to exercise the Option for the Extension Period is subject to satisfaction of the following additional conditions precedent: (i) this Lease shall be in effect at the time notice of exercise of the Option is given and on the last day of the Term prior to its extension; (ii) Tenant shall not be in Default (as defined in Section 14.1 below) under any provision of this Lease at the time notice of exercise of the Option is given nor shall a Default exist as of the last day of the Term prior to its extension; and (iii) the notice of exercise of the Option shall be delivered in strict compliance with the requirements and limitations set forth in this Section. The Option shall immediately and automatically terminate and shall be of no further force or effect in the event that this Lease is terminated in accordance with the terms and provisions of this Lease.

ARTICLE 3. RENT PAYMENTS; SECURITY DEPOSIT

3.1 **Minimum Annual Rent.** A minimum annual rent ("**Minimum Annual Rent**") shall be payable by Tenant to Landlord for each Lease Year during the Term in the amount of twenty-eight thousand dollars (\$28,000) payable in monthly installments of two thousand three hundred thirty-three dollars (\$2,333). In the event Tenant has validly exercised its Option hereunder, the Minimum Annual Rent shall be increased as of the commencement of the twenty-third (23rd) Lease Year (hereinafter referred to as the "**Adjustment Date**") to an amount equal to the greater of (i) Fair Market Minimum Annual Rent (as defined in and determined in accordance with Section 3.5 below), or (ii) thirty-six thousand dollars (\$36,000). Minimum Annual Rent shall be paid in advance in twelve (12) equal monthly installments payable on the first day of each calendar month during the Term commencing on the Commencement Date.

3.2 **Percentage Rent.**

3.2.1 **Payment of Percentage Rent.** In addition to Minimum Annual Rent and all other sums payable pursuant to this Lease, Tenant shall pay to Landlord a percentage rent ("**Percentage Rent**") computed for each calendar quarter, or portion thereof, for each Lease Year during the Term, in accordance with the following schedule:

Lease Years 1 and 2:	The sum of: (i) 3% of the first \$62,500 in quarterly Gross Sales (as defined in Section 3.2.2) (excluding Gross Sales from the Pro Shop and the Snack Stand); plus, (ii) after quarterly Gross Sales (excluding Gross Sales from the Pro Shop and the Snack Stand) exceed \$62,500: 8% of quarterly Gross Sales (excluding Gross Sales from the Pro Shop and the Snack Stand); plus (iii) 5% of quarterly Gross Sales from the Pro Shop and the Snack Stand;
Lease Years 3 - 12:	The sum of: (i) 3% of the first \$62,500 in quarterly Gross Sales (excluding Gross Sales from the Pro Shop and the Snack Stand); plus, (ii) after quarterly Gross Sales (excluding Gross Sales from the Pro Shop and the Snack Stand) exceed \$62,500: 9% of quarterly Gross Sales (excluding Gross Sales from the Pro Shop and the Snack Stand); plus (iii) 6% of quarterly Gross Sales from the Pro Shop and the Snack Stand;
Lease Years 13 - 22:	The sum of: (i) 3% of the first \$62,500 in quarterly Gross Sales (excluding Gross Sales from the Pro Shop and the Snack Stand); plus, (ii) after quarterly Gross Sales (excluding Gross Sales from the Pro Shop and the Snack Stand) exceed \$62,500: 10% of quarterly Gross Sales (excluding Gross Sales from the Pro Shop and the Snack Stand); plus (iii) 6% of quarterly Gross Sales from the Pro Shop and the Snack Stand;
Lease Years 23-32:	The sum of : (i) The greater of the Fair Market Percentage Rent (as defined in and determined in accordance with Section 3.5 below) or ten percent (10%) of quarterly Gross Sales (excluding Gross Sales from the Pro Shop and the Snack Stand); plus (ii) 6% of quarterly Gross Sales from the Pro Shop and the Snack Stand;
Lease Years 33-42:	The percentages established for Lease Years 23-32.

less the sum of installments of Minimum Annual Rent applicable to such quarter, or portion thereof. Percentage Rent for each quarter, or portion thereof, shall be due and payable by Tenant to Landlord on or before the tenth (10th) day of the month immediately following the calendar quarter for which Percentage Rent is calculated. Percentage Rent shall be computed for each Lease Year during the Term in accordance with the following schedule;

Lease Years 1 and 2:	The sum of: (i) 3% of the first \$250,000 in annual Gross Sales (excluding Gross Sales from the Pro Shop and the Snack Stand); plus, (ii) after annual Gross Sales (excluding Gross Sales from the Pro Shop and the Snack Stand) exceed \$250,000: 8% of annual Gross Sales (excluding Gross Sales from the Pro Shop and the Snack Stand); plus (iii) 5% of annual Gross Sales from the Pro Shop and the Snack Stand;
Lease Years 3 - 12:	The sum of: (i) 3% of the first \$250,000 in annual Gross Sales (excluding Gross Sales from the Pro Shop and the Snack Stand); plus, (ii) after annual Gross Sales (excluding Gross Sales from the Pro Shop and the Snack Stand) exceed \$250,000: 9% of annual Gross Sales (excluding Gross Sales from the Pro Shop and the Snack Stand); plus (iii) 6% of annual Gross Sales from the Pro Shop and the Snack Stand;
Lease Years 13 - 22:	The sum of: (i) 3% of the first \$250,000 in annual Gross Sales (excluding Gross Sales from the Pro Shop and the Snack Stand); plus, (ii) after annual Gross Sales (excluding Gross Sales from the Pro Shop and the Snack Stand) exceed \$250,000: 10% of annual Gross Sales (excluding Gross Sales from the Pro Shop and the Snack Stand); plus (iii) 6% of annual Gross Sales from the Pro Shop and the Snack Stand;
Lease Years 23-32:	The sum of: (i) The greater of the Fair Market Percentage Rent (as defined in and determined in accordance with Section 3.5 below) or ten percent (10%) of annual Gross Sales (excluding Gross Sales from the Pro Shop and the Snack Stand); plus (ii) 6% of annual Gross Sales from the Pro Shop and the Snack Stand
Lease Years 33-42:	The percentages established for Lease Years 23-32.

less the sum of installments of Minimum Annual Rent applicable to such Lease Year.

If it is determined as of the end of any Lease Year that Tenant has paid to Landlord on a quarterly basis an amount greater than Tenant is required to pay as Percentage Rent for such Lease Year, Tenant shall be entitled to a credit against Percentage Rent next becoming due hereunder for the amount of such overpayment; provided, however, that if such determination is made as of the expiration of the Term or earlier termination of this Lease, Tenant shall be entitled to reimbursement of such overpayment (less any amounts due from Tenant to Landlord under this Lease as of such expiration of the Term or earlier termination of this Lease). If it is determined as of the end of any Lease Year that Tenant has paid to Landlord on a quarterly basis an amount less than the Percentage Rent required to be paid, then Tenant shall pay such difference to Landlord together with the annual statement (see Section 3.2.3 below) or within ten (10) days after receipt of an invoice therefor from Landlord.

3.2.2 Gross Sales. The term "Gross Sales" shall mean the gross selling, rental or lease price of all merchandise and services sold, rented or leased in connection with the operation of Tenant's business, on or from the Premises (including, without limitation, the Pro Shop, as defined in Section 8.1.1 below, and the Snack Stand, as defined in Section 15.3 below), by Tenant, Tenant's subtenants, licensees and concessionaires, whether for cash or on credit (each sale upon installments or credit shall be treated as a sale for the full cash price at the time of sale) and whether made by store personnel or by machines, excluding only the following items:

- i) Returns, discounts and allowances made in the usual course of business, including cash refunds and allowances to customers (but only to the extent previously reported as part of the Gross Sales);
- (ii) Goods returned to sources, or transferred to another store or warehouse owned by or affiliated with tenant for the convenience of Tenant and not for the purpose of consummating a sale made at the Premises; and
- ii) Sales taxes, consumers' excise taxes, gross receipts taxes and other similar taxes now or in the future imposed upon the sale of merchandise or services, but only if collected separately from the selling price of merchandise or services and collected from customers.

3.2.3 Statement of Gross Sales. Tenant shall furnish or cause to be furnished to Landlord (i) a quarterly statement of Gross Sales and state and local sales tax forms within thirty (30) days after the close of each quarter, and (ii) an annual statement, including a monthly and quarterly breakdown of Gross Sales during such Lease Year, within ninety (90) days after the close of each Lease Year. Each statement shall also (i) provide a breakdown of Gross Sales as between the Pro Shop, the Snack Stand, and all other Gross Sales, and (ii) show the amounts, if any, excluded from Gross Sales under the provisions of Section 3.2.2 above. Such statements shall be signed by Tenant if Tenant is composed of individuals, by a responsible officer of Tenant if Tenant is a corporation, by the managing partner of Tenant if Tenant is a partnership, or by the manager of Tenant if Tenant is a limited liability company.

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3.2.4 Gross Sales Records. Tenant shall record at the time of sale, in the presence of the customer, all receipts from sales or other transactions whether for cash or credit in a cash register or in cash registers which have a cumulative total and which shall number consecutive purchases. Tenant shall keep full and accurate books of account and records and all such cash register receipts with regard to Gross Sales, credits, refunds and other pertinent transactions generated in connection with the operation of Tenant's business, generated from or upon the Premises (including the Gross Sales of any subtenant, licensee or concessionaire) and such books, receipts and records shall be kept for a period of sixty (60) months after the close of each Lease Year and shall be available for inspection and audit by Landlord and its Representatives (as defined in Section 5.6.1 below) at reasonable times, following reasonable notice by Landlord, and at Tenant's business office or that of its accountant, as directed by Tenant but in any event in Los Angeles County. The receipt by Landlord of any statement or any payment of Percentage Rent for any period shall not bind Landlord as to the correctness of the statement or the payment.

3.2.5 Landlord's Right to Audit. Landlord shall, within sixty (60) months after the close of any Lease Year and upon ten (10) days' prior written notice to Tenant, be entitled to an audit of Gross Sales for such Lease Year, or portion thereof, either by Landlord or by a certified public accountant to be designated by Landlord. Such audit shall be limited to the determination of the "Gross Sales" as defined in this Lease and shall be conducted during normal business hours at Tenant's principal business office. If it shall be determined as a result of such audit that there has been a deficiency in the payment of Percentage Rent, then such deficiency shall become immediately due and payable with interest at the Agreed Rate (as defined in Section 3.4 below) from the date such Percentage Rent payment should have been paid. In addition, (i) if Tenant's statements for the pertinent calendar quarter or Lease Year shall be found to have understated Gross Sales by more than three percent (3%), whether individually or in the aggregate, and if Landlord is entitled to any additional Percentage Rent as a result of such understatement, or (ii) if Tenant has failed to keep proper books of account, receipts and records sufficient to enable the auditor to determine the Percentage Rent with reasonable accuracy (in which event the auditor shall nonetheless determine the Percentage Rent with as much accuracy as circumstances permit), then Tenant shall pay to Landlord all costs and expenses which may be incurred by Landlord in connection with the audit and the determination and collection of the understatement or underpayment; otherwise, such fees and expenses shall be paid by Landlord. If Tenant's accountant protests such audit determination, Tenant may contest Landlord's determination by giving Landlord notice within thirty (30) days following Tenant's receipt of the audit report. If Tenant's accountant and Landlord's accountant cannot mutually agree as to the Percentage Rent due within thirty (30) days after Landlord's receipt of Tenant's notice of protest, Tenant's accountant and Landlord's accountant shall jointly choose a third independent Certified Public Accountant, whose determination shall be binding upon the Parties hereto. If the accountants fail to timely agree upon the third accountant, either Party may submit the issue to judicial reference in accordance with Section 14.5 of this Lease.

3.3 Additional Rent. All amounts due from Tenant to Landlord pursuant to this Lease, other than Minimum Annual Rent and Percentage Rent, shall be deemed additional rent ("Additional Rent") hereunder. "Rent" as used herein includes the Minimum Annual Rent, Percentage Rent and Additional Rent.

3.4 Late Charge; Interest; Miscellaneous. Rent shall be paid without deduction, abatement, offset, prior notice or demand, except to the extent otherwise expressly provided in this Lease. If Tenant fails to make any Rent payment due under this Lease within ten (10) days after delivery of written notice by Landlord that the same is due or, in the case of Minimum Annual Rent, within five (5) days after same is due with or without notice by Landlord, then Tenant shall pay to Landlord an additional five percent (5%) of the amount of such Rent due as liquidated damages, it being agreed that such amount represents a reasonable estimate of the losses, costs and expenses (other than Landlord's foregone interest on the Rent due) that Landlord will suffer in such circumstances. ~~Acceptance of the Rent without the late charge will not constitute a waiver of Tenant's Default with respect to such nonpayment of the late charge by Tenant, nor prevent Landlord from exercising any other rights and remedies available under this Lease. Landlord's failure to require or collect the late charge in any one or more instances shall not constitute a waiver of the right to collect subsequent late charges. In addition to the late charge described above, interest shall accrue at the Agreed Rate on all Rent which is not paid when due or as otherwise expressly provided by the terms of this Lease. "Agreed Rate" as used herein means an annual rate of interest equal to the lesser of (i) three percent (3.00%) above the rate of interest announced from time to time by the Bank of America, Downtown Los Angeles, Main Branch, as the prime or reference rate (or, in the event said bank ceases to announce a prime or reference rate or is acquired or ceases operations and there is no successor bank, the bank headquartered in California with the greatest asset value), or (ii) the highest rate permitted by law, if any. All payments of Rent shall be made to Landlord as they become due in lawful money of the United States of America in cash or by corporate check drawn on sufficient available funds, at such place as is designated herein by Landlord for the receipt of notices or such other place as shall be designated to Tenant by Landlord in writing from time to time.~~

3.5 Fair Market Rent. The "Fair Market Minimum Annual Rent" ("FMMAR") shall mean the then prevailing market minimum annual rent with respect to comparable leases, taking into account all relevant factors, including the FMPR (as defined below, and to be determined simultaneously with the FMMAR), and leasing commissions and costs. The "Fair Market Percentage Rent" ("FMPR") shall mean the then prevailing market percentage rent for all operations on the Premises (excluding the Pro Shop and the Snack Stand) with respect to comparable leases, taking into account all relevant factors, including the FMMAR (to be determined simultaneously with the FMPR), and leasing commissions and costs. The term "comparable leases" shall be limited to leases of comparable Los Angeles County area 9-hole golf courses with comparable improvements, Alterations (as defined in Section 5.1 below) and amenities.

Prior to the date which is one hundred fifty (150) days before the Adjustment Date, the Parties shall use their best efforts to mutually agree upon the FMMAR and FMPR. If the Parties are unable to agree upon the FMMAR and FMPR on or before such date, then each Party shall, on or before one hundred twenty (120) days prior to the Adjustment Date (the "Appointment Date"), appoint an appraiser to determine the FMMAR and FMPR, and, immediately upon such appointment, each Party shall give written notice to the other Party identifying the name of the appraiser appointed by such Party. In the event either Party fails to appoint its own appraiser and give written notice thereof to the other Party on or before the Appointment Date, then the Appointment Date shall be extended to five (5) days after receipt by such Party of written notice from the other Party identifying its appraiser; if such Party nevertheless fails to so appoint an appraiser within said 5-day period, the appraiser timely selected and identified by the other Party shall determine the FMMAR and FMPR, and such appraisal shall be binding upon the

Parties. In the event, however, that neither Party appoints and identifies an appraiser to the other Party on or before the Appointment Date, then the FMMAR and FMPR shall be determined as provided hereinbelow with the Appointment Date extended to ten (10) days after receipt by either Party of written notice from the other Party identifying such failure by both Parties to have previously timely appointed and identified an appraiser.

If each Party appoints an appraiser and identifies such appraiser to the other Party on or before the Appointment Date, then the two appraisers shall confer and attempt to agree on the FMMAR and FMPR. If the two appraisers are unable to agree, within sixty (60) days after the Appointment Date, on the FMMAR and FMPR after making independent appraisals, each appraiser shall submit their appraisal, the facts found and the conclusions made in writing to both Parties for the FMMAR stated in "dollars" and the FMPR stated as a "percentage". If the FMPR's of the appraisers are no more than ten percent (10%) apart, then the FMPR shall be deemed to be the average of the FMPR of each appraiser and the FMMAR shall be deemed to be the average of the FMMAR of each appraiser. If, however, the FMPR's of the appraisers are more than ten percent (10%) apart, the two appraisers shall together select a third appraiser who shall also determine the FMMAR and FMPR. If three appraisers are ultimately appointed and any two appraisers agree on the FMMAR and FMPR, the value agreed upon by the two appraisers shall be the FMMAR and FMPR. If the three appraisers all determine different FMMAR and FMPR, then the FMPR shall be deemed to be the average of the third appraiser's FMPR and the appraiser's (the "Closest Original Appraiser") FMPR which is closest to the third appraiser's FMPR. If the third appraiser's FMMAR is also closer to the Closest Original Appraiser's FMMAR than to the other original appraiser's FMMAR, then the FMMAR shall be deemed to be the average of the third appraiser's FMMAR and the Closest Original Appraiser's FMMAR; otherwise, the FMMAR shall be deemed to be the average of all three (3) appraisers' FMMAR. In no event shall any appraisal consist of a FMMAR which is less than \$36,000 or a FMPR which is less than 10%.

All appraisers shall be members of the MAI and shall have at least ten (10) years' experience appraising golf course properties in the Los Angeles County area. Each Party shall bear the cost of the appraiser appointed by such Party, and the Parties shall share equally in the cost of the third appraiser, if appointed. If the two appraisers initially appointed are unable to agree on a third appraiser, then either Party shall have the right to apply to the presiding judge of the Superior Court having jurisdiction over the Premises for the appointment of a third appraiser.

In the event Landlord and Tenant shall fail to determine the FMMAR and FMPR prior to the Adjustment Date, the Minimum Annual Rent for the Extension Period shall be \$36,000 and the Percentage Rent for Lease Years 23-32 shall be 10% of Gross Sales until such time as the FMMAR and FMPR are determined in accordance with the foregoing; within ten (10) days after determination of the FMMAR and FMPR, and in the event the FMMAR is greater than \$36,000 and/or the FMPR is greater than 10%, Tenant shall pay Landlord such sums necessary to enable Landlord to receive an amount which Landlord would have received had the FMMAR and/or FMPR been in effect from the Adjustment Date. Notwithstanding anything to the contrary above, Landlord may, at any time prior to the determination of the FMMAR and FMPR, elect by written notice to Tenant to establish the Minimum Annual Rent for the Extension Period at \$36,000 and the Percentage Rent for Lease Years 23-32 at 10%.

ARTICLE 4. USES

4.1 Use of the Premises.

4.1.1 Permitted Use. Throughout the Term, Tenant shall use the Premises solely for the operation of a 9-hole golf course for day play and illuminated night play, a practice putting green, a clubhouse and "pro shop" for the sale of golfing equipment and supplies, a golf driving range for day play and illuminated night play, a miniature golf course for day play and illuminated night play, a trampoline unit not to exceed six (6) trampolines, a snack stand, and other purposes incidental thereto; provided, however, that Tenant shall not be required to use the Premises for the operation of a miniature golf course or trampoline unit (collectively, the "Permitted Use"). Tenant shall not use or permit the Premises, or any part thereof, to be used for any purpose or purposes other than the Permitted Use, unless permission of Landlord, in writing and in Landlord's sole and absolute discretion, is first had and obtained; provided, however, that subject to Landlord's reasonable consent, Tenant shall be entitled to operate the Premises for additional uses customarily found in similar golf-course projects. Without limitation, Landlord's withholding its consent to any such additional use shall be deemed reasonable if Landlord believes such additional use (i) may create potential safety and/or health hazards or (ii) is not conducive to maintaining a first-class business or operating environment. Tenant shall conduct such business at the Premises under the trade name "Monterey Park Golf Course" (the "Trade Name"), and Tenant shall not conduct business at the Premises under any trade name other than the Trade Name without the prior express written consent of Landlord.

4.1.2 Use Restrictions; Rules and Regulations; Restrictive Covenants. During the Term, the Premises shall be kept by Tenant in a clean and wholesome condition, and all health and policy regulations shall, in all respects and at all times, be fully complied with by Tenant. Furthermore, neither Tenant nor its successors or assigns shall maintain, commit, or permit the maintenance or commission on the Premises or the Project, or any portion thereof, of any nuisance, public or private, as now or hereafter defined by any statutory or decisional law applicable to the Premises or the Project, or any portion thereof. Tenant acknowledges that it will accept the Premises and its non-exclusive right to use of the Tenant Common Area as provided in Section 6.2, subject to all covenants, conditions, restrictions, easements, liens, encumbrances and other matters now or hereafter applicable thereto, and Tenant agrees that it will comply with and observe all restrictive covenants which affect or are applicable to the Premises and/or the Project.

4.1.3 Use Restrictions. No portion of the Premises shall be used for (i) industrial use or as an industrial plant; (ii) as a factory or a manufacturing, assembly, distillation, refining, smelting, agriculture or mining operations facility; (iii) a processing or rendering plant; (iv) any governmental use, (v) the operation of a massage parlor; (vi) the operation of an adult entertainment facility, or book, video or other store or business selling or renting sexually explicit materials including, without limitation, magazines, books, movies and photographs or rendering sexually explicit entertainment or services; (vii) a tavern, pub, or cocktail lounge; (viii) a hotel, motor inn, sleeping quarters or dwelling room; (ix) theater; (x) funeral parlor or similar service establishment; (xi) meeting hall or banquet hall; (xii) a flea market, thrift store or liquidation outlet, or a swap show or

"outlet store"; (xiii) a church or other place of religious worship; (xiv) a storage operation or warehouse (except for storage or warehouse facilities incidental to Tenant's business operations); (xv) a school, classroom or training or educational facility, including, but not limited to, a beauty school, barber college, reading room, place of instruction, or any other operations catering primarily to students or trainees, except for golf lessons and related instruction catering to golfers; (xvi) an auto, truck, mobile home or boat sales or repair facility (or similar enterprise) (which sell/repair new and/or used vehicles as well as trailers therefor); (xvii) a commercial laundry, dry cleaners or laundromat, (xviii) an automobile body and/or fender repair shop or service station, or any facility for the storage or sale of gasoline or diesel fuel in or from tanks; (xix) a car washing establishment; (xx) any mobile home or trailer court, labor camp, junk yard, stock yard or animal raising facility, or pet shop; (xxi) a veterinary hospital; (xxii) a "head shop", so-called, or other business devoted to the sale of articles or merchandise normally used or associated with illegal or unlawful activities, such as but not limited to the sale of paraphernalia used in connection with marijuana, cocaine or other controlled drugs or substances; (xxiii) an off-track betting parlor or other gambling establishment; (xxiv) a beauty shop; (xxv) a restaurant which provides "drive-through" service; (xxvi) a skating rink, billiard room or parlor, carnival, circus, dance hall, ballroom, discotheque, bowling alley, health spa/club or aerobic studio, exercise club, or other similar operations; (xxvii) a video, pinball or other game arcade or room; (xxviii) any other nonretail use except for office use incidental to primary retail, restaurant or entertainment operations as otherwise permitted pursuant to the terms of this Lease; or (xix) any unlawful purpose. The foregoing list of prohibited uses is in no way intended to limit Tenant's obligation to obtain Landlord's prior express written consent to any proposed change in the Permitted Use. In addition, Tenant shall not use or permit the use of the Premises for or operation on any portion of the Premises of: (i) sound amplification equipment producing sound audible outside of the Premises, or any other use, noise or sound which is unreasonably loud or objectionable due to intermittence, beat, frequency or shrillness or which otherwise interferes with any other tenant's use of the Tenant Common Area or its premises; (ii) without Landlord's prior express written consent, any television or other video monitors, flashing or revolving lights, or similar devices on the roof, exterior walls or in the windows of the Premises, or any sign (except as approved by Landlord pursuant to Section 5.4), lights, advertising material, or anything else within the Premises which may be seen, heard, smelled or otherwise experienced outside the Premises; (iii) any business which is noxious or unreasonably offensive because of the emission or creation of excessive quantities of noise, smoke, dust, dirt, fly ash or odors; (iv) any use, storage, transportation, handling, manufacture, or emission of any noxious, toxic, caustic or corrosive fuel or gas or other Hazardous Materials (as defined in and subject to the provisions of Section 5.5 below); (v) operation of data transmission equipment or emission of microwave, radio wave, or other similar electronic, light or noise radiation at levels which are dangerous to health or which interfere with the proper operation of electronic, telephone, computer or other business equipment of other tenants of the Project; (vi) any unusual fire, explosion or other damaging or dangerous hazard, including the storage, display or sale of explosives or fireworks; (vii) any drilling for and/or removal of subsurface substances; (viii) any dumping of garbage or refuse or waste (other than in dumpsters or compactors designed for such purpose); (ix) any use of the roof of any portion of the Premises or Project for any purpose without Landlord's prior express consent; (x) an auction or a distress, fire, bankruptcy or going-out-of-business sale by any Person or Persons (as defined in Section 5.5.1 below); (xi) any use or purpose in violation of applicable Governmental Restrictions; (xii) any of the prohibited uses or exclusive uses set forth in leases of currently existing tenants of the Project; or (xiii) any of the prohibited uses or exclusive uses set forth in leases of future tenants of the Project (provided that such prohibited uses and exclusive uses shall not prohibit Tenant from engaging in the Permitted Use). In the event that the repeated and continued conduct by patrons of Tenant results in interference with the business of other tenants in the Project and Landlord receives complaints from such other tenants, Landlord may require that Tenant obtain special security, at its expense, to mitigate such interference or Landlord may obtain such special security in which event Tenant shall be responsible for reimbursing Landlord, on demand, for the cost thereof including interest at the Agreed Rate from the date of payment by Landlord.

4.1.4 Compliance with Governmental Restrictions. Tenant covenants and agrees that, during the Term, (i) the Premises and each portion thereof shall comply with all Governmental Restrictions (as defined hereinbelow) and Tenant shall, at its sole cost and expense, take such steps as may be required, from time to time, to maintain such compliance, (ii) neither the Premises, the Common Area (as defined in Section 6.1 below), nor any portion thereof shall be improved, used or occupied in violation of any Governmental Restrictions, and (iii) Tenant shall not permit any act to be done or any condition to exist on the Premises, the Common Area, or any part thereof, or any article to be brought thereon, which does not comply in all respects with all Governmental Restrictions or which may be dangerous or which may make void or voidable any insurance then in force with respect thereto. Tenant shall pay when and as due all license fees, permit fees and charges of a similar nature for the conduct by Tenant or any subtenant of any business or undertaking authorized hereunder to be conducted in the Premises. "Governmental Restrictions" as used herein means and includes any and all laws, statutes, official policies, ordinances, codes, decrees, rulings, regulations, writs, injunctions, orders, rules, conditions of approval or authorizations of any governmental entity, agency or political subdivision, now in force or hereafter adopted, which are applicable to the Premises or the use thereof as of the date such term is being applied. The term "subtenant" as used herein means the subtenant or sublessee, licensee, concessionaire or other corresponding party under any sublease.

4.1.5 Hours of Operation; Continuous Operation. From and after the Commencement Date and throughout the Term, Tenant shall continuously and without interruption operate the Permitted Use in the entirety of the Premises at least 360 days a year, except for (i) those days in which inclement weather, in the reasonable judgment of Tenant, would make the golfing facilities unplayable and (ii) those days in which the Premises are untenable by reason of events or conditions beyond the reasonable control of Tenant including, without limitation, strikes, lockouts, fire or other casualty, condemnation or restoration of the Premises by Tenant (not to exceed, however, one hundred and twenty (120) days for repair, reconstruction or restoration of the Premises). Tenant shall at all times keep and maintain within and upon the Premises an adequate stock of merchandise, supplies and trade fixtures to service and supply the usual and ordinary demands and requirements of Tenant's customers. Subject to applicable Governmental Restrictions, Tenant shall maintain hours of operation as follows: (i) while daylight savings time is in effect, from approximately 7:00 A.M. to 11:00 P.M. daily (except for Sundays, in which case the Premises shall be open from 7:00 A.M. to 10:00 P.M.), and (ii) when daylight savings time is not in effect, from approximately 7:00 A.M. to 10:00 P.M. daily.

ARTICLE 5. ALTERATIONS; ALTERATIONS OF FENCES; MECHANICS' LIENS

5.1 **Alterations.** Tenant may not make, nor cause to be made, any alterations, additions, improvements and changes (collectively referred to herein as "Alterations") to the Common Area (such Alterations to the Common Area to be referred to hereinafter as "Tenant's Common Area Improvements"), or any part thereof, or in, on or to the physical structures in or on the Premises, or any part thereof, without first procuring the written approval of Landlord, and, with respect to the Common Area, such approval may be withheld in Landlord's sole discretion. Tenant may, at Tenant's sole cost and expense, and after giving Landlord notice of Tenant's intention to do so, which notice shall be provided at least ten (10) days prior to Tenant's commencement of construction, make such Alterations in and to the interior of the structures in or on the Premises as Tenant may find necessary or convenient for Tenant's purposes, provided that the value of the Premises is not thereby diminished and that such Alterations do not exceed Fifty Thousand Dollars (\$50,000). In addition, unless and until the prior express consent of Landlord shall first have been obtained, (i) no structural Alterations shall be made to any structure on the Premises, (ii) no Alterations shall be made to any structure on the Premises which are visible from the exterior of such structure, and (iii) no Alterations shall be made which exceed \$50,000. Tenant may also, at Tenant's sole cost and expense, and after giving Landlord notice of Tenant's intention to do so, which notice shall be provided at least ten (10) days prior to Tenant's commencement of construction, make such Alterations to the portions of the Premises which are not structures (e.g., moving the location of a golf course hole) as Tenant may find necessary or convenient for Tenant's purposes, provided that the value of the Premises is not thereby diminished. Notwithstanding anything to the contrary in the Lease, Landlord agrees that Tenant may construct an upper-deck golf ball driving range, provided Tenant complies with all (i) Governmental Restrictions applicable to construction and operation of such upper-deck driving range, including, without limitation, obtaining all required permits and approvals from the City of Monterey Park and providing the necessary parking for same, and (ii) applicable provisions of this Section 5.1 and Section 5.2 below. Tenant shall be directly responsible for any and all damages resulting from any violation of the provisions of this Section 5.1. All Alterations to be made within the Premises and/or Common Area shall be under supervision of a competent architect and a competent licensed structural engineer (if any structural work is to be performed) and made in accordance with plans and specifications approved in writing by Landlord before the commencement of work. All work with respect to any Alterations must be diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except during the period of work. Tenant shall provide Landlord, at least ten (10) days prior to commencement of such work, a copy of the building permit authorizing the work. Upon completion of the work, Tenant shall file for record in the office of the County Recorder where the Project is located and post upon the Premises and/or Common Area, as required or permitted by law, a Notice of Completion and Tenant shall deliver to Landlord, within ten (10) days after completion of the work, a copy of the Notice of Completion. At Landlord's request, and with respect to Alterations costing at least Fifty Thousand Dollars (\$50,000), Tenant shall post a payment bond and/or a performance bond in the amount of the Alterations assuring Landlord of lien free completion in accordance with approved plans and specifications.

5.2 **Additional Conditions to Alterations, Repairs and Maintenance; Mechanic's Liens.** Any construction, Alterations, repairs, replacements or maintenance performed or caused or permitted to be performed by Tenant to the Premises and/or the Common Area shall be subject to the following additional provisions: (i) such construction, Alterations, repairs, replacements or maintenance shall, when undertaken, while in progress and as completed, comply (a) with all Governmental Restrictions, (b) in all material respects with plans and specifications therefor approved by Landlord, and (c) with all applicable provisions of this Lease; (ii) such construction, Alterations, repairs, replacements or maintenance shall be performed only after all required building permits, conditional use permits, approvals, licenses, authorizations and other permits in connection with same have been obtained (with copies delivered to Landlord) and Tenant shall pay all fees (both one-time and recurring) required in connection therewith including, without limitation, all roads fees, building and conditional use permit fees, whether similar or dissimilar; (iii) such construction, Alterations, repairs, replacements or maintenance shall be done in a good workmanlike manner and only with materials of high quality; (iv) all construction equipment and material shall be located and such construction, Alterations, repairs, replacements or maintenance shall be performed in a manner (a) designed to avoid unreasonable interference with the conduct of business operations of other tenants of the Project or with any construction being performed by such tenants, and (b) which does not impair the access to the premises of any other tenant in the Project; (v) if required by Landlord, Tenant shall, at its sole cost and expense, erect a temporary security fence surrounding the construction areas during the periods of construction; (vi) Tenant shall repair any damage to the Project caused by Tenant's construction work; (vii) Landlord shall, at any and all times during the Term, have the right to post and maintain on the Premises and/or Common Area and to record as required by law any notice or notices of nonresponsibility provided for by the mechanics' lien laws of the State of California; and (viii) upon completion of construction of any Alterations, Tenant shall file or cause to be filed a Notice of Completion.

Subject to Tenant's right to contest as hereinafter provided, at all times during the Term, Tenant shall keep the Premises and the Common Area, including all buildings and other improvements now or hereafter located thereon, free and clear of all liens and claims of liens for labor, services, materials, supplies, or equipment performed on or furnished to the Premises and/or Common Area at Tenant's instruction. Tenant shall (i) promptly pay and discharge, or cause the Premises and/or Common Area to be released from, any such lien or claim of lien, or, (ii) if Tenant decides to contest said lien, furnish Landlord such bond as may be required by law to free the Premises and/or Common Area from the effect of such lien and to secure Landlord against payment of such lien, or provide Landlord with other assurances with respect thereto which are satisfactory to Landlord, in its good faith discretion. Should Tenant fail to pay and discharge, or cause the Premises and/or Common Area to be released from any such lien or claim of lien or to provide a bond or other assurance as permitted hereunder within twenty (20) days after service on Tenant by Landlord of a request to do so, Landlord may pay, adjust, compromise and discharge any such lien or claim of lien on such terms and in such manner as Landlord may deem appropriate. In such event, Tenant shall, on demand, reimburse Landlord for the full amount so paid by Landlord, including any attorneys' fees or other costs expended by Landlord, together with interest thereon at the Agreed Rate from the date of payment by Landlord.

5.3 **Golf Course Fences.** Within thirty (30) days after the Commencement Date, Tenant shall contract with a fencing contractor reasonably acceptable to Landlord to construct, in accordance with plans approved by Landlord and the terms and conditions of Section 5.1 and 5.2 above, fencing at a height of fifty-eight (58) feet for purposes of raising that portion of its golf course fence which faces Casuda's Baby Doe's Matchless Mine restaurant at the location identified as the "Portion of Golf Course Fence to be Raised by Tenant" on Exhibit "F" attached hereto. Tenant shall complete construction of

such fencing on or by January 31, 2000. Tenant hereby agrees that Casuda and its successors and assigns are intended third party beneficiaries of Tenant's obligations under this Section 5.3, and Casuda's and its successors' and assigns' rights under this Section 5.3 shall survive the expiration or termination of this Lease. Casuda shall also contract with a fencing contractor reasonably acceptable to Landlord to construct, at Casuda's own expense, fencing at the height of fifty-eight (58) feet (which shall match the finished height, taking into account the existing grading differential, to which Tenant shall be required to raise its fence pursuant to this Section 5.3) for purposes of raising that portion of Tenant's golf course fence at the location identified as the "Portion of Golf Course Fence to be Raised by Casuda" on Exhibit "G" attached hereto. Section 5.1.2 of the Restated Casuda Lease shall provide that Tenant and its successors and assigns are intended third party beneficiaries of Casuda's obligations to so construct the Portion of Golf Course Fence to be Raised by Casuda, and Tenant's and its successors' and assigns' rights under said Section shall survive the expiration or termination of the Restated Casuda Lease.

5.4 Signage. Subject to applicable Governmental Restrictions, Tenant shall not, without the express written consent of Landlord, add to, substitute, modify and/or alter its signage existing on the Premises and/or Common Area as of the Commencement Date. In the event Tenant desires to add to, substitute, modify and/or alter its existing signage, Tenant shall submit to Landlord for approval its plans and specifications setting forth the specific location, size, type, color and appearance of all signage to be installed by Tenant on the Premises and/or Common Area. Tenant shall not affix or maintain upon the glass panes and supports of the exterior windows of the buildings on the Premises, doors and the exterior walls of the buildings on the Premises, or within any portion of the Premises with the intent of being visible from outside the Premises, any signs, advertising placards, names, insignia, trademarks, descriptive material or any other such like item or items except as shall have first received the express prior approval of the Landlord as to size, type, color, location, copy, nature and display qualities. Further, Tenant shall not affix any sign to the roof(s) of the buildings on the Premises and/or Common Area.

5.5 Hazardous Materials.

5.5.1 Hazardous Materials Laws; Hazardous Materials. "Hazardous Materials Laws" means any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common-law") relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. §9601, et seq., the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq., any amendments to the foregoing, and any similar federal, state or local laws, ordinances, rules, decrees, orders or regulations. "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (i) is a flammable explosive, asbestos, radioactive material, nuclear medicine material, drug, vaccine, bacteria, virus, hazardous waste, toxic substance, gasoline, petroleum product, polychlorinated biphenyls or related injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (ii) is controlled, designated in or governed by any Hazardous Materials Law; (iii) gives rise to any reporting, notice or publication requirements under any Hazardous Materials Law; or (iv) gives rise to any liability, responsibility or duty on the part of Tenant or Landlord with respect to any third Person under any Hazardous Materials Law. "Person" as used herein means an individual, corporation, partnership, limited liability company, joint venture, association, firm, joint stock company, trust, unincorporated association or other entity.

5.5.2 Use. Tenant shall not allow any Hazardous Material to be used, generated, released, stored or disposed of on, under or about, or transported from, the Premises or the Project, unless: (i) such use is specifically disclosed to and approved by Landlord prior to such use; and (ii) such use is conducted in compliance with the provisions of this Section 5.5. Landlord may approve such use subject to reasonable conditions to protect the Project, the Premises and Landlord's interests. Landlord may withhold approval if Landlord determines that such proposed use involves a material risk of a release or discharge of Hazardous Materials or a violation of any Hazardous Materials Laws or that Tenant has not provided reasonable assurances of its ability to remedy such a violation and fulfill its obligations under this Section 5.5. Notwithstanding the foregoing, this provision shall not be construed or understood to prohibit Tenant from allowing Hazardous Materials to be brought upon the Premises so long as they are Hazardous Materials which are customary and common to the normal course of the Permitted Use and so long as such Hazardous Materials are used, stored and disposed of in strict accordance with all applicable Hazardous Materials Laws. Upon the expiration of the Term or sooner termination of this Lease, Tenant shall remove any equipment, improvements or storage facilities utilized by Tenant or any assignee or subtenant of Tenant or their respective agents, contractors, employees, concessionaires, licensees, or invitees in connection with any Hazardous Materials and shall clean up, detoxify, repair and otherwise restore the Premises to a condition free of Hazardous Materials.

5.5.3 Compliance With Laws. Tenant and its agents, contractors, employees, licensees, concessionaires and invitees shall strictly comply with, and shall maintain the Premises in compliance with, all Hazardous Materials Laws. Tenant shall obtain and maintain in full force and effect all permits, licenses and other governmental approvals required for Tenant's operations on the Premises under any Hazardous Materials Laws and shall comply with all terms and conditions thereof. At Landlord's request, Tenant shall deliver copies of, or allow Landlord to inspect, all such permits, licenses and approvals. Tenant shall perform any monitoring, investigation, clean-up, removal and other remedial work (collectively, "Remedial Work") required as a result of any release or discharge by Tenant or any assignee or subtenant of Tenant or their respective agents, contractors, employees, licensees, concessionaires, or invitees of Hazardous Materials affecting the Premises or the Project or any violation of Hazardous Materials Laws by Tenant or any assignee or subtenant of Tenant or their respective agents, contractors, employees, licensees, concessionaires, or invitees. Landlord shall have the right to intervene in any governmental action or proceeding involving any Remedial Work, and to approve performance of the work, in order to protect Landlord's interests. In addition, Landlord shall have the right, but not the obligation, to remedy any violation by Tenant of the provisions of this Section 5.5 or to perform any Remedial Work which is necessary or appropriate as a result of any governmental order, investigation or proceeding. Tenant shall pay, upon demand, all costs incurred by Landlord in remedying such violations and/or performing all Remedial Work.

5.5.4 Notice: Reporting. Tenant shall notify Landlord within two (2) days after any of the following: (i) a release or discharge of any Hazardous Materials which are reportable to a public agency pursuant to any

Hazardous Materials Laws or Governmental Restrictions, whether or not the release or discharge is in quantities that would otherwise be reportable to a public agency; (ii) Tenant's receipt of any order of a governmental agency requiring any Remedial Work pursuant to any Hazardous Materials Laws; (iii) Tenant's receipt of any warning, notice of inspection, notice of violation or alleged violation, or Tenant's receipt of notice or knowledge of any proceeding, investigation or enforcement action, pursuant to any Hazardous Materials Laws; or (iv) Tenant's receipt of notice or knowledge of any claims made or threatened by any third Person against Landlord, Tenant, the Project or the Premises relating to any loss or injury resulting from Hazardous Materials. Tenant shall deliver to Landlord copies of all test results, reports and business or management plans required to be filed with any governmental agency pursuant to any Hazardous Materials Laws.

5.5.5 Termination on Environmental Hazard. Notwithstanding anything to the contrary in this Lease, if (i) Tenant discovers any hazardous environmental condition to exist on the Premises, which has been caused by or is the direct result of the Premises being situated on a landfill ("Environmental Hazard") and is in no way due to Tenant's own negligence or Tenant's breach of any of the provisions of this Lease including, without limitation, Section 5.5 above, and (ii) Hazardous Materials Laws prohibit Tenant's continued operation of the Premises due to such Environmental Hazard, and (iii) the reasonably estimated cost (net of any insurance proceeds available to Tenant) of fully remediating said Environmental Hazard exceeds seven hundred fifty thousand dollars (\$750,000.00), or less than twenty-four (24) months remain in the Term, then this Lease may be terminated at Tenant's election, provided that written notice of such election shall be delivered by Tenant to Landlord within thirty (30) days after Tenant's discovery of grounds for termination pursuant to this Section 5.5.5. In the event Tenant is not entitled or elects not to terminate this Lease pursuant to this Section 5.5.5, then notwithstanding anything to the contrary in this Lease, Tenant shall be obligated, at its sole expense, to fully remediate any such Environmental Hazard with respect to which Hazardous Materials Laws prohibit Tenant's continued operation of the Premises. Upon Tenant's discovery of an Environmental Hazard, Tenant shall exercise due diligence to ascertain whether grounds for termination exist pursuant to this Section 5.5.5. In the event of any such termination by Tenant pursuant to this Section 5.5.5, Tenant shall comply with the applicable post-termination provisions of Section 7.6 below. Notwithstanding the foregoing, Landlord, at its option, shall be permitted to investigate any such Environmental Hazard and, at its sole cost, take steps necessary to permit Tenant to continue operating the golf course. Provided Landlord commences such action within the thirty (30) day period after receipt of Tenant's termination notice hereunder and thereafter diligently pursues such action to completion, this Lease shall not terminate. During any such period of Landlord remediation and until Tenant is able to re-commence its normal operation of the Premises, Rent shall not be abated; provided, however, if (i) Tenant is maintaining its business interruption insurance policy in accordance with Section 11.4 below, and (ii) Tenant has made a good faith effort to obtain full reimbursement under said business interruption insurance policy for the Minimum Annual Rent and Tenant's Share of Common Area Expenses due under this Lease, then, to the extent Minimum Annual Rent and Tenant's Share of Common Area Expenses are not reimbursed under said insurance policy, Minimum Annual Rent and Tenant's Share of Common Area Expenses shall be equitably abated until Tenant is able to re-commence normal operation of the Premises.

5.6 Ownership of Improvements; Waste; Personal Property; Taxes; Removal.

5.6.1 Ownership of Improvements. All improvements to the Common Area made by Tenant as permitted by this Lease, if any, including any and all Common Area Alterations and any fixtures attached thereto, shall be owned by Landlord upon completion of construction. All improvements to the Premises made by Tenant as permitted by this Lease, including any and all Alterations and any fixtures attached to the Premises, shall be owned by Tenant until the expiration of the Term or sooner termination of this Lease. Subject to Landlord's right to require removal of same as provided in Section 5.6.3, upon the expiration of the Term or sooner termination of this Lease, all improvements, Alterations and fixtures described above that are made to or placed on the Premises by Tenant or any other Person shall be considered part of the real property of the Premises and shall remain on the Premises and shall become the property of Landlord free and clear of any and all rights to possession and all claims to or against them by Tenant or any third Person, and Tenant shall defend and indemnify Landlord and its Representatives against any and all Losses and Liabilities arising from such claims. "Losses and Liabilities" as used herein means all liabilities, claims, losses, causes of action, charges, penalties, damages, costs and expenses (including costs of investigation and reasonable attorneys' fees and costs), of whatsoever character, nature and kind, whether to property or person, whether by direct or derivative action, and whether known or unknown, suspected or unsuspected, latent or patent. "Representatives" as used herein means the officers, directors, shareholders, managers, staff, employees, members, agents, principals, Affiliates, partners, independent contractors, attorneys, accountants and representatives of the referenced entity and the predecessors, heirs, successors and assigns of all such Persons. "Affiliate" as used herein means any Person, directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with another Person, which, in the case of a partnership, shall include each of the general partners thereof. The term "control", as used in the immediately preceding sentence, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled Person.

5.6.2 Waste. Tenant shall not waste or destroy all or any portion of the Premises and/or Project, including the buildings and the other improvements thereon, nor shall Tenant remove, alter or modify any of the same, except as permitted or contemplated by this Lease.

5.6.3 Personal Property; Removal of Personal Property and Improvements at End of Term. All removable personal property of Tenant (which shall be deemed not to include improvements or fixtures affixed or attached to the Premises) shall remain the property of Tenant and Tenant may remove, at the expiration of the Term or sooner termination of this Lease, any and all of Tenant's removable personal property which Tenant may have stored or installed in the Premises. Alternatively, Landlord may require Tenant to remove, at Tenant's sole cost and expense and in compliance with all applicable Governmental Restrictions, all removable personal property and/or all improvements, Alterations and/or fixtures; provided, however, Tenant shall not be required to alter or remove the exterior improvements (including the golf course itself), nor shall Tenant be required to remove particular building improvements unless Landlord requires removal of the entire building in which such improvements are located. Tenant shall, at Tenant's sole cost and expense, immediately repair any damage occasioned to the Premises and/or the Project by reason of the removal of any removable personal property, improvements, Alterations and fixtures and shall restore the Premises to the condition it was in immediately prior to the installation of such removable personal property, improvements, Alterations and fixtures, reasonable wear and tear excepted. In the event of any entry or taking

possession of the Premises as provided in this Lease, Landlord shall have the right, but not the obligation, to remove therefrom all or any part of the personal property located therein and may place the same in storage at a public warehouse at the expense and risk of the Tenant or the owner or owners thereof.

5.6.4 **Taxes.** Tenant shall pay, before delinquency, all Real Estate Taxes and Assessments as well as all taxes, assessments, license fees and public charges levied, assessed or imposed upon Tenant's business operation and Tenant's leasehold improvements, merchandise and removable personal property in, on or upon the Premises. In the event any such items of property are assessed with property of any other Person(s), then, and in such event, such assessment shall be equitably divided between such Person(s) in a manner which estimates how such division would take place if (i) Tenant's Premises, (ii) Casuda's premises and (iii) the Common Area were to be separately assessed, and Tenant shall pay Tenant's proportion of such taxes which Landlord in good faith determines to be attributable to the Premises and thirty percent (30%) of the taxes which Landlord in good faith determines are attributable to the Common Area; provided, however, that Landlord shall exercise commercially reasonable efforts to obtain separate tax bills for Tenant's Premises, the Common Area and Casuda's premises, and, in the event Landlord is successful in obtaining said separate tax bills, Tenant shall pay (i) the entire tax bill attributable to the Premises, and (ii) thirty percent (30%) of the tax bill attributable to the Common Area. Should any levy and/or assessment (other than with respect to Tenant's removable personal property under Section 5.6.3) relate to or be payable over a period of time which encompasses all or a portion of the Term and succeeds the Term, Tenant shall pay a pro rata share thereof based upon the portion of taxes falling due during the Term. **"Real Estate Taxes and Assessments"** as used herein means all real property taxes, assessments, possessory interest taxes, sewer rents and tap-in or hook-up fees, water meter and water charges, excises, levies, license and permit fees, charges for public utilities and all other charges of whatsoever kind and nature and whether any of the foregoing be general or special, ordinary or extraordinary, foreseen or unforeseen. In addition, Tenant is responsible for increases in Real Estate Taxes and Assessments attributable to a "change of ownership" with respect to the Premises. Real Estate Taxes and Assessments shall not include any net income taxes, gift taxes, inheritance taxes and estate taxes of Landlord.

ARTICLE 6. COMMON AREA AND COMMON AREA EXPENSES

6.1 **Definition.** "Common Area" refers to all areas within the exterior boundaries and ingress and egress roadways of the Project other than (i) the Premises including the buildings, the golf course and the golf driving range located on the Premises and (ii) Casuda's "Premises" (as such term is defined in the Restated Casuda Lease) including the buildings and Casuda's sublessees' communications facilities located on Casuda's Premises, as depicted and legally described in Exhibit "E" attached hereto. The Common Area shall include, without limitation, all landscaped and planted areas, grounds, irrigation and drainage systems, sloped hillsides, and other improvements, including, specifically, but without limitation, all roads, parking areas, parking structures, parking lot lighting and pedestrian walkways.

6.2 **Tenant's Right to Use Common Area.** Tenant and Tenant's employees and invitees are, during the Term and except as otherwise specifically provided in Section 6.6 below and elsewhere in this Lease, authorized, empowered and privileged to use, on a non-exclusive basis together with Casuda and Casuda's employees and invitees, the pedestrian and vehicular access areas (including, without limitation, all roads and sidewalks) and, except as provided in Section 6.6 below, the vehicular parking areas (including the Parking Structure) located within the Project (the "Tenant Common Area"). All references in this Lease to the Common Area shall include reference to the Tenant Common Area.

6.3 **Common Area Expenses.** Until such time as (i) Landlord has approved the improvements and alterations ("Renovations") that Casuda is required to make to its premises and the Common Area pursuant to the terms of Section 5.1 of the Restated Casuda Lease, and (ii) Casuda has been issued all certificates of occupancy with respect to construction of the Renovations, Tenant shall continue to maintain, pursuant to the terms of the Original Lease Agreement, those portions of the Project which Tenant was required to maintain under the Original Lease Agreement; provided, however, that to the extent such maintenance would be impractical during or would interfere with Casuda's construction of the Renovations, Tenant shall not be required to maintain those portions of the Project it otherwise would be required to maintain pursuant to the Original Lease Agreement. From and after the date conditions (i) and (ii) hereinabove are satisfied, however, Landlord shall be responsible for maintaining the Common Area, and Tenant shall reimburse Landlord for thirty percent (30%) ("Tenant's Share") of the Common Area Expenses incurred by Landlord with respect to maintaining the Common Area; provided, however, that notwithstanding Landlord's obligation to maintain the Common Area, Landlord shall not be responsible for any damage or destruction to the Common Area, including specifically but without limitation all failures in hillside and slope stability, and any damages caused thereby, all of which shall be the sole responsibility of Casuda to repair, replace or restore. **"Common Area Expenses"** means and includes, but is not limited to, all sums expended in connection with the Common Area for all general maintenance, repairs and replacements; resurfacing or restriping; cleaning; sweeping and janitorial maintenance; maintenance, repair and replacement, as necessary, of sidewalks, curbs, gutters, sprinkler systems, planting, landscaping, hillsides, lighting, water supply, sewage and other utility systems serving the Common Area, directional signs and other markers and bumpers, fire protection systems, and irrigation and drainage systems; personnel to implement the foregoing services; personal property taxes and assessments on the improvements comprising or equipment servicing the Common Area; any governmental imposition or surcharge imposed upon Landlord or assessed against any portion of the Common Area; any security of the Common Area provided by Landlord, in its sole discretion; maintenance of the area(s), if any, designated by Landlord for the storage and removal of rubbish, and the costs of such removal (excluding rubbish bins owned or rented by Tenant and other tenants of the Project); all Real Estate Taxes and Assessments assessed against any portion of the Common Area; and all Utilities (as defined in Section 10.1 below) serving the Common Area. Common Area Expenses shall also include the cost of meters or submeters to be installed by or on behalf of Landlord to account for lighting and irrigation serving the Common Area, and such cost shall not be considered a capital improvement. Common Area Expenses shall also include that portion of the cost ("Annual Portion") of any capital improvements (which shall include the replacement (but not the repair) of capital items when they are no longer functional and the construction of material improvements to the Project which will directly or indirectly benefit Tenant) made to the Common Area determined by dividing the total cost thereof by the normal life expectancy of such item as reasonably determined by Landlord, but in no event greater than fifteen (15) years ("Amortization Period"), which Annual Portion shall be included in Common Area Expenses for the Lease Year incurred and each Lease Year thereafter during the Amortization Period. Common Area Expenses shall also include an administrative fee payable to Landlord for administration

of the foregoing services and for accounting, bookkeeping and collection of the Common Area Expenses, in an amount equal to the actual costs (including salaries and benefits) to Landlord of the actual time spent thereon by city employees, such amount not to exceed five percent (5%) of the total Common Area Expenses due for the applicable Lease Year. Landlord may cause the foregoing services to be provided by an independent contractor or contractors or by an Affiliate of Landlord, and such cost shall be included in Common Area Expenses.

6.4 Payment of Common Area Expenses. From and after the date (i) Landlord has approved Casuda's Renovations, and (ii) Casuda has been issued all certificates of occupancy with respect to construction of the Renovations required pursuant to the terms of Section 5.1 of the Restated Casuda Lease, Tenant shall pay to Landlord, on the first day of each calendar month, or portion thereof, during the Term, an amount estimated by Landlord to be one-twelfth (1/12th) of Tenant's Share of the Common Area Expenses for the Lease Year then in effect. Landlord shall deliver notice to Tenant of such estimated amount prior to or as soon as reasonably possible after the Commencement Date and the commencement of each Lease Year during the Term and, in the event Landlord fails to deliver any such notice for any Lease Year, then Tenant shall continue to pay the amount estimated by Landlord in the most recent notice received from Landlord. The estimated monthly charge may be adjusted by Landlord at any time on the basis of Landlord's experience and any variation in reasonably anticipated costs. Within one hundred and twenty (120) days following the end of each Lease Year, Landlord shall furnish Tenant a statement covering the Lease Year just expired, showing the total of the Common Area Expenses and Tenant's Share of the Common Area Expenses for such Lease Year and the payments made by Tenant with respect to such Lease Year. Any right to a further accounting by Tenant shall be waived unless Tenant objects to the accuracy of such statement within thirty (30) days after receipt. In the event Tenant timely requests such further accounting, Tenant shall have the right, upon reasonable notice and at a reasonable time and no more often than once every Lease Year, to inspect Landlord's records in connection with the Common Area Expenses. If Tenant's Share of the Common Area Expenses for any Lease Year exceeds Tenant's payments during such Lease Year, Tenant shall pay Landlord the deficiency within ten (10) days after Landlord's delivery of such statement. If Tenant's payments during such Lease Year exceed Tenant's Share of the Common Area Expenses for such Lease Year, Tenant shall be entitled to offset the excess against Rent next becoming due hereunder.

6.5 Rules and Regulations; Control. Landlord shall have the right to establish, and from time to time change, alter and amend, and to enforce against Tenant, other tenants of the Project and users of the Tenant Common Area such reasonable rules and regulations as may be deemed necessary or advisable for the proper and efficient operation and maintenance of the Project, including the Common Area; provided, however, that Landlord shall not adopt rules or regulations which would prohibit Tenant from engaging in the Permitted Use. These rules and regulations may include, without limitation, the hours during which the Tenant Common Area shall be open for use, provided that the Tenant Common Area shall remain open during Tenant's normal hours of operation as set forth above in Section 4.1.5. Landlord shall not be responsible to Tenant or to any other Person for the nonperformance by any other tenant, occupant or invitee of the Project of any rules and regulations now or in the future promulgated by Landlord. Tenant further agrees that it will comply with and observe all restrictive covenants which affect or are applicable to the Premises. Landlord shall at all times during the Term have the sole and exclusive control of the Common Area, and may at any time or from time to time during the Term exclude and restrain any Person from using the Common Area; provided, however, that Landlord shall not have the right to exclude and restrain bona fide customers, patrons and service-suppliers of Tenant and other tenants of Landlord who make use of the Tenant Common Area in accordance with the rules and regulations established by Landlord. Landlord shall, at all times, have the right to make such changes to the Common Area from time to time which in Landlord's opinion are deemed to be desirable and for the best interest of all Persons using the Tenant Common Area, including the location and relocation of driveways, entrances, exits, and automobile parking spaces, the direction and flow of traffic, installation of improvements, and designation of prohibited areas, rubbish areas, landscaped areas, decorations, and any other facilities; provided, Tenant shall have the right to approve (which approval Tenant shall not unreasonably withhold) any Alterations by Landlord to the Common Area which would materially and adversely impact access to or parking within the immediate vicinity of the entrance to Tenant's Premises. Landlord shall have the right to close, if necessary, all or any portion of the Common Area from time to time as may be necessary, in the opinion of Landlord's counsel, to prevent a dedication thereof or the accrual of any rights of the public therein and to use any portion of the Common Area while making improvements, repairs or Alterations to the Project. The rights of Tenant in and to the Tenant Common Area shall at all times be subject to the rights of Landlord and the other tenants of Landlord to use the Tenant Common Area in common with Tenant, and it shall be the duty of Tenant to keep all of the Common Area free and clear of any obstructions created by Tenant or resulting from Tenant's operations.

6.6 Parking Structure; Reserved Parking; "No Valet Area". Pursuant to the Restated Casuda Lease, Casuda is to construct for the benefit of Tenant, Landlord and all other tenants of the Project, a parking structure ("Parking Structure") to accommodate at least one hundred twenty eight (128) parking spaces which, together with all other parking spaces in the Common Area, shall result in no less than seven hundred and fifty-five (755) parking spaces in the Common Area, of which eighty-eight (88) parking spaces shall be allocated to Tenant's Premises for purposes of determining satisfaction of parking requirements imposed by applicable Governmental Restrictions. Of said eighty-eight spaces, four (4) surface parking spaces located in the Common Area and substantially as designated on Exhibit "H" as the "Golf Course Tenant Reserved Spaces" shall be available at all times for exclusive use by Tenant and its employees, licensees and invitees, and Tenant shall have the right, at its own cost and expense, to mark the Golf Course Tenant Reserved Spaces with signs reserving such spaces for Tenant and its employees, licensees and invitees. In addition, valet parking shall be prohibited for those spaces within the parking area which are substantially as designated on Exhibit "H" as the "No Valet Area". Section 6.6 of the Restated Casuda Lease shall provide that Casuda is obligated to provide the Golf Course Tenant Reserved Spaces and to respect the "No Valet Area", and that Tenant and its successors and assigns are intended third party beneficiaries of Casuda's obligations. Tenant hereby agrees that the upper level of the Parking Structure shall be available at all times for exclusive use and occupancy by Casuda and its employees, licensees and invitees. Casuda and its successors and assigns are intended third party beneficiaries of Tenant's agreements and obligations under this Section 6.6.

6.6.1 Reimbursement for Parking Area Repaving and Restriping. In addition to Casuda's obligation under the Restated Casuda Lease to construct the Parking Structure, Casuda shall also be required under the Restated Casuda Lease to repave and restripe (and to conduct all necessary grading, irrigation and other work incidental thereto) (the "Repaving and Restriping Work"), for the benefit of Tenant, Landlord and all other tenants of the Project, the existing

parking lot area. Upon completion of such Repaving and Restriping Work by Casuda and the issuance of a certificate of occupancy with respect thereto, Tenant shall pay to Landlord, within thirty (30) days of written request therefor from Landlord along with copies of invoices from Casuda's contractor itemizing the total cost of the Repaving and Restriping Work, ten percent (10%) of the cost incurred by Casuda with respect to such Repaving and Restriping Work; provided, that Tenant's obligation hereunder shall not exceed the sum of thirty thousand dollars (\$30,000.00).

6.7 Employee Parking. Subject to Tenant's rights in the Golf Course Tenant Reserved Spaces pursuant to Section 6.6 above, Landlord at all times shall have the right to designate the particular parking areas to be used by any or all employees of tenants in the Project, and any such designation may be changed from time to time. Tenant and Tenant's employees shall park their cars only in those portions of the Common Area, if any, designated for that purpose by Landlord, and in no event shall Tenant, Tenant's employees and/or Tenant's customers park on the upper level of the Parking Structure, at any time. Tenant shall furnish Landlord with Tenant's and Tenant's employees' automobile license numbers within fifteen (15) days after the Commencement Date and Tenant shall notify Landlord of any changes or additions within five (5) days after such change occurs. If Tenant or Tenant's employees park their cars in restricted parking areas or areas designated for Project patrons and/or customers only, then Landlord may charge Tenant Ten Dollars (\$10.00) per day for each day or partial day per car parked in any areas other than those designated and Landlord may tow any such cars at the cost of Tenant; Landlord shall, however, give Tenant written or oral notice of the first violation of this provision and Tenant shall have two (2) hours within which to cause the violation to be discontinued and if not discontinued within this two (2) hour period, then the Ten Dollars (\$10.00) per day fine and Landlord's right to tow such cars shall commence. After notice of the first violation, no prior notice of any subsequent violation shall be required. All amounts due under the provisions of this Section 6.7 shall be payable by Tenant within ten (10) days after demand therefor.

ARTICLE 7. REPAIRS AND MAINTENANCE; DAMAGE AND DESTRUCTION

7.1 Tenant's Obligations. Tenant shall, from and after the Commencement Date, at Tenant's sole cost and expense, repair, replace and maintain the Premises in good and tenantable condition, including, without limitation, all structural and nonstructural elements of each building located on the Premises (including the foundation, roof, ceilings, exterior and interior walls, glass, utility meters, plumbing, pipes, conduits and wiring located within the Premises), all fixtures, air conditioning and heating equipment and all other systems or equipment serving the Premises, the building fronts, all of Tenant's signs, locks and closing devices, all window sashes, casements or frames, door and door frames, floor coverings, any loading platform or truck dock, all greens, all fairways, all holes and all trampolines, and all such items of repair, maintenance, alteration and improvement or reconstruction as may at any time or from time to time be required by Governmental Restrictions, whether or not presently in effect or anticipated. Tenant shall also keep the sidewalks, curbs, entrances, passageways and all areas adjoining the Premises clean and orderly and free of rubbish and obstructions caused by Tenant, Tenant's Representatives, contractors, licensees, invitees or guests. Tenant shall repaint the exterior painted surfaces of each building on the Premises whenever required as a result of deterioration or discoloration. Notwithstanding anything to the contrary in this Lease, in the event (i) that unimproved hillside portion of the Common Area (the "Common Area Casualty Carve-Out") generally depicted on Exhibit "L" and legally described in Exhibit "M" (Exhibit "M" to be attached hereto and initialed by both Parties following preparation by Landlord of a survey identifying the legal description of said area) incurs a casualty, and (ii) such casualty occurring in the Common Area Casualty Carve-Out is not covered by the terms of the casualty insurance policy which Casuda is required to carry under its Lease, then Tenant shall be responsible for repairing such casualty to the Common Area Casualty Carve-Out to the extent not covered by Casuda's policy. Tenant's failure to diligently repair and maintain the Premises and the Common Area Casualty Carve-Out as provided hereinabove shall constitute a Default by Tenant under this Lease.

7.2 Emergency Repairs. In the event of emergency repairs, Tenant grants to Landlord the right to enter upon the Premises at any time, without prior notice to Tenant. Landlord shall not be required to make repairs to the Premises and in no event shall Landlord be liable to Tenant for refusing to make repairs to the Premises unless such repairs are necessitated by the negligent act(s) of Landlord.

7.3 Landlord May Perform Maintenance. If Tenant refuses or neglects to make repairs and/or maintain the Premises in a manner reasonably satisfactory to Landlord, Landlord shall have the right but not the duty, in addition to Landlord's other rights and remedies, upon giving Tenant reasonable notice of Landlord's election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Tenant. The cost of such work, together with interest thereon at the Agreed Rate from the date paid by Landlord, shall be paid by Tenant within ten (10) days after receipt of a bill therefor.

7.4 Rubbish Removal. Tenant shall keep the Premises (including all sidewalks adjacent to and/or serving the buildings on the Premises) clean, both inside and outside, at its sole cost and expense and shall remove the ashes, garbage, excelsior, straw, and other refuse therefrom. Tenant shall not burn any materials or rubbish of any description upon the Premises. Tenant shall keep all accumulated rubbish in covered containers and shall have same removed regularly, and shall store the same in those areas of the Premises designated for the storage of rubbish awaiting collection and those areas of the Project, if any, designated by Landlord for the storage of rubbish awaiting collection. Tenant shall, at its sole cost and expense, comply with all Governmental Restrictions regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse and trash. Tenant shall pay all losses and liabilities that may be imposed on Landlord or Tenant by reason of Tenant's failure to comply with the provisions of this Section 7.4.

7.5 Casualty.

7.5.1 Repair by Tenant. Tenant shall promptly and diligently repair, replace or restore all damage to or destruction of all or any part of the Premises (including any Alterations and other improvements to the Premises), the Common Area Casualty Carve-Out (in accordance with the terms of Section 7.1 above), and any of Tenant's Common Area Improvements, resulting from any casualty. Said repair, replacement or restoration shall be commenced as soon as reasonably possible after the occurrence of any casualty and shall thereafter be pursued to completion with diligence. Unless prohibited by a Governmental Restriction (and then, only to the extent so prohibited), the completed work of repair, restoration, or

replacement shall be equal in value, quality, and use to the condition of the improvements existing immediately before the event giving rise to such work. All such work of repair, replacement or restoration performed by Tenant shall comply with all of the requirements imposed with respect to construction activities by Tenant set forth in Article 5 of this Lease.

Tenant shall continue the operation of Tenant's business on the Premises during any period of repair, to the extent reasonably practicable from the standpoint of prudent business management, and the obligation of Tenant to pay Rent shall remain in full force and effect. However, in the event the Premises are completely destroyed by casualty, or substantially destroyed by casualty such that Tenant cannot reasonably continue the operation of Tenant's business on the Premises, then Rent shall not be abated; provided, however, if (i) Tenant is maintaining its business interruption insurance policy in accordance with Section 11.4 below, and (ii) Tenant has made a good faith effort to obtain full reimbursement under said business interruption insurance policy for the Minimum Annual Rent and Tenant's Share of Common Area Expenses due under this Lease, then, to the extent Minimum Annual Rent and Tenant's Share of Common Area Expenses are not reimbursed under said insurance policy, Minimum Annual Rent and Tenant's Share of Common Area Expenses shall be equitably abated until the earlier to occur of (i) Tenant re-opening for business in the Premises or (ii) six (6) months from the date of casualty. Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations of any kind in or on the Premises and/or Common Area in connection with such work by Tenant; however, Landlord may elect to perform any obligation of Tenant under this Section 7.5.1 upon Tenant's failure or refusal to do so, following thirty (30) days' written notice. Such an election by Landlord to perform any obligation of Tenant under this Section 7.5.1 shall not constitute a waiver of any right or remedy of Landlord for Tenant's Default. Tenant shall, on demand, reimburse Landlord for all costs incurred by Landlord in connection with Landlord's performance of any obligation of Tenant under this Section 7.5.1, including interest at the Agreed Rate from the date of payment by Landlord of such costs, and Tenant shall further defend and indemnify Landlord and its Representatives against all Losses and Liabilities resulting from Landlord's performance of Tenant's covenants to the extent and as provided in Section 14.3 below. Any insurance proceeds from the policy of fire insurance Tenant is required to carry under Section 11.1 on account of damage or destruction to the Premises shall be distributed in accordance with Section 11.10 below.

7.5.2 No Abatement of Rent. Except as expressly provided in this Lease, no deprivation, impairment, or limitation of use resulting from any damage or destruction or event or work contemplated by this Section shall entitle Tenant to any offset, abatement or reduction in Rent, nor to any termination or extension of the Term hereof.

7.5.3 Termination on Uninsured Casualty. Notwithstanding anything to the contrary hereinabove, if there is damage to or destruction of the Premises which is uninsured and which Tenant is not required by this Lease to insure, and if the cost of repairing said uninsured damage or destruction exceeds seven hundred fifty thousand dollars (\$750,000.00), then this Lease may be terminated at Tenant's election, provided that written notice of such election shall be delivered by Tenant to Landlord within thirty (30) days after the occurrence of such damage or destruction. In the event of such termination, Tenant shall comply with the post-termination provisions of Section 7.6 below.

7.5.4 Waiver. Tenant hereby waives any statutory and common law rights of termination which may arise by reason of any partial or total destruction of the Premises.

7.6 Damage or Destruction During Last Part of Term. Notwithstanding anything to the contrary contained in this Lease, if there is damage to or destruction of the Premises during the last two (2) years of the Term, and the cost of repairing said damage or destruction exceeds fifty percent (50%) of the then full restoration costs of the Premises, then this Lease may be terminated at the election of either Landlord or Tenant, provided that written notice of such election ("**Notice of Election to Terminate**") shall be delivered by the electing Party to the other within thirty (30) days after the occurrence of such damage or destruction. In the event of such termination, Tenant shall, (i) at the election of Landlord (which election shall be communicated in writing to Tenant ("**Demolition Notice**") within sixty (60) days after the date of the Notice of Election to Terminate), remove from the Premises any or all of Tenant's furnishings, fixtures and equipment which Landlord may designate in the Demolition Notice, and shall complete said removal and shall vacate the Premises within sixty (60) days of Landlord's delivery of the Demolition Notice (which vacation date shall fix the termination date of this Lease); and (ii) comply with all provisions of Article 16 of this Lease consistent with this Section 7.6 prior to or concurrent with Tenant's vacation of the Premises. If Tenant fails to satisfy the requirements set forth in (i) or (ii) above, the failure to meet such conditions shall not invalidate the termination of this Lease, although, in that event and notwithstanding anything else in this Lease that may be or appear to be to the contrary, Tenant shall remain liable to Landlord for all Losses and Liabilities arising from such breach.

7.7 Termination. Upon any termination of this Lease under any of the provisions of this Article 7, Landlord and Tenant each shall be released without further obligations to the other coincident with the surrender of possession of the Premises to Landlord, except for items which have previously accrued and remain unpaid and except for any liability of Tenant which survives such termination. Notwithstanding anything which may be or appear to be to the contrary in this Lease, any and all property damage insurance proceeds (exclusive of any proceeds applicable to Tenant's personal property that would be retained by Tenant at the end of the Term) paid as a result of the damage or destruction giving rise to the termination shall be distributed to Landlord.

ARTICLE 8. ASSIGNMENT AND TRANSFER

8.1 Transfer by Tenant.

8.1.1 Transfer Without Landlord's Consent Prohibited. Landlord and Tenant acknowledge that the Project is an interdependent enterprise and that the realization of the benefits of this Lease, both to Landlord and Tenant, are dependent upon Tenant's creating and maintaining a successful and profitable golf course and driving range operation in the Premises. Landlord and Tenant further acknowledge that the character and quality of Tenant's operation, and of the Project, will be enhanced by Tenant's use of commercially reasonable efforts to establish a successful character and image. Accordingly, Tenant shall not, and shall not have the right, to transfer this Lease or Tenant's interest in and to the Premises, or any part thereof, either voluntarily or by operation of law, or to permit any Person other than Tenant's agents and employees to occupy or use the Premises, without first procuring the written consent of Landlord, which consent shall not be unreasonably withheld;

provided, however, that Tenant shall have the right, from time to time, to sublease the pro-shop building ("Pro Shop") located on Tenant's Premises or to operate the Pro Shop itself (maintaining separate books and records of Pro Shop sales), without need in either case to obtain Landlord's consent. Except as provided above with respect to the Pro Shop, any attempted or purported Transfer during the Term without Landlord's prior written consent, shall be void and shall confer no rights upon any third Person. The restrictions on Transfer set forth in this Article 8 shall be binding on any successors, heirs or permitted Transferees of Tenant and the provisions of this Article 8 shall apply to each successive Transfer and Transferee in the same manner as initially applicable to Tenant under the terms set forth herein. "Transfer" as used herein means any direct or indirect conveyance, transfer, sale, assignment, lease, sublease, license, concession, franchise, gift, hypothecation, Mortgage, pledge, encumbrance, or the like, to any Person ("Transferee"). The term "sublease(s)" as used herein means licenses, subleases, concession agreements, and any other like agreements. "Mortgage" as used herein means any mortgage, deed of trust, monetary lien, financing conveyance or other monetary lien of any kind and all appropriate modes of financing real estate construction and development, including a sale and leaseback. "Landlord's Mortgage" as used herein means, individually and collectively (unless otherwise specifically provided hereinafter), any and all mortgages, deeds of trust or other encumbrances or ground leases securing Landlord's interest in the Premises. "Landlord's Mortgagee" as used herein means, individually and collectively (unless otherwise specifically provided hereinafter), the holders of Landlord's Mortgage.

8.1.2 Submission by Tenant of Information and Transfer Documents. At any time Tenant desires to effect a Transfer under any provision of this Lease, Tenant shall request consent from Landlord in writing and shall submit to Landlord in connection with such request such information as Landlord may request, including financial statements and tax returns in order to evaluate the solvency, financial responsibility and the business acumen and experience of the proposed Transferee. In addition, at any time Tenant desires to effect a Transfer under any provision of this Lease, Tenant shall deliver to Landlord all proposed agreements and documents (collectively, the "Transfer Documents") memorializing, facilitating and/or evidencing such proposed Transfer. Landlord agrees to advise Tenant in writing of its decision on Tenant's request for consent to such Transfer, as promptly as possible, and, in any event, not later than thirty (30) days after Landlord receives all of the items required by this Section 8.1.2. In the event Landlord consents to a proposed Transfer, then such Transfer shall not be effective unless and until Landlord receives copies of all executed and binding Transfer Documents, which Transfer Documents shall conform with the proposed Transfer Documents originally submitted by Tenant to Landlord, and a certificate, addressed to Landlord, setting forth the representation of Tenant, and, in the case of an assignment of Tenant's interest under this Lease, the Transferee, stating that all requirements of this Article 8 applicable to such Transfer have been met. The Transfer Documents must provide for the assumption by the Transferee of all of the obligations and liabilities of Tenant arising under this Lease, from and after the date of the Transfer to the extent of the interest subject to the Transfer.

8.1.3 Deemed Transfer. If Tenant is a corporation or is an unincorporated association or a partnership, (i) any single Transfer or successive Transfers of any stock or ownership interest in such corporation, association or partnership during the Term which would result in the owners of stock or ownership interest in such corporation, association or partnership, as of the Effective Date, having less than fifty-one percent (51%) of stock or ownership interest, or (ii) any Transfer of the management or control of Tenant, shall be deemed a Transfer of Tenant's interest in this Lease and the Premises within the meaning of and subject to the provisions of this Article 8.

8.1.4 Permitted Transfer. Notwithstanding anything to the contrary in this Article 8 and provided no Uncured Default exists, Landlord's prior consent shall not be required for any Transfer of stock or ownership interest in Tenant to an existing shareholder of Tenant or to any shareholder's immediate family or lineal descendants by gift, devise, bequest or in trust for their benefit; provided, that in any such case, Tenant shall provide Landlord with all of the Transfer Documents specified in Section 8.1.2, which Transfer Documents must provide for the assumption by the Transferee of all of the obligations and liabilities of Tenant arising under this Lease to the extent of the interest subject to the Transfer.

8.1.5 Tenant to Remain Liable: Successive Transfers. Notwithstanding any approved or permitted Transfer hereunder, Tenant shall remain fully responsible to Landlord in accordance with the terms and provisions of this Lease. The provisions of this Section 8.1 shall apply to each successive Transfer and Transferee in the same manner as initially applicable to Tenant under the terms set forth herein.

8.1.6 Landlord Transfer Fee. Tenant shall pay to Landlord the sum, not to exceed Two Thousand Dollars (\$2,000), necessary to reimburse Landlord for Landlord's actual, reasonable attorneys' fees, accounting fees and other costs incurred in connection with the processing and documentation of any requested Transfer of this Lease.

8.2 Transfer by Landlord. Landlord may Transfer the Premises, this Lease, all or a portion of its interest thereunder, and/or all or a portion of the payments that are payable to it by Tenant pursuant to this Lease. Tenant hereby consents and agrees to any such Transfer which Landlord considers necessary or proper, regardless of the reason or reasons for which Landlord makes such Transfer and regardless of the entity that is the Transferee thereunder. Upon any such Transfer by Landlord or any successor owner of the Premises, all liabilities and obligations on the part of Landlord or successor owner as Landlord under this Lease, accruing after such conveyance or disposal, shall cease and terminate and each successor purchaser of the Premises shall, without further agreement, be bound by Landlord's covenants and obligations but only during the period of such ownership respectively. Nothing herein contained shall be construed to release Landlord or any successor owner as Landlord from any liability or obligation which otherwise matured prior to the effective date of such conveyance or disposal.

ARTICLE 9. RESERVED

ARTICLE 10. UTILITY SERVICES

10.1 Tenant's Responsibility. Throughout the Term and until the expiration or earlier termination of this Lease, Tenant shall pay, or cause to be paid, all charges for water, sewer service, gas, heat, light, power, telephone service, air conditioning, trash disposal and all other services and utilities used, rendered or supplied to, on or in the Premises (collectively, "Utility" or "Utilities"). The term "utilities" for the purpose of this Article 10 shall include, without limitation, sewer

of Common Area Expenses as and when they become due, the proceeds of such insurance shall be paid to Landlord and applied to the Minimum Annual Rent and Tenant's Share of Common Area Expenses due and to become due, until the restoration of the Premises and the improvements thereon is complete, at which time the balance of such proceeds, if any, shall be returned to Tenant.

11.5 Policy Form, Content and Insurer. All insurance required by the provisions of this Lease to be carried by Tenant shall be carried only with insurance companies licensed to do business in the state of California with a current Best's Financial Rating of A:VII or better or otherwise acceptable to Landlord. All such policies required by the provisions of this Lease shall be nonassessable and shall contain language to the effect that (i) any loss shall be payable notwithstanding any act or negligence of Landlord or Tenant that might otherwise result in a forfeiture of the insurance, (ii) the policies are primary and noncontributing with any insurance that may be carried by Landlord (or, with respect to Tenant's Public Liability Insurance policy only, by Casuda), (iii) the policies cannot be canceled or materially changed except after thirty (30) days notice by the insurer to Landlord, (iv) Landlord shall not be liable for any premiums or assessments, and (v) no failure by Tenant to comply with any reporting provisions of the policies shall affect the coverage provided to Landlord and its Representatives. Tenant's obligation to carry the insurance required in this Article 11 may be brought within the coverage of any so-called blanket policy or policies of insurance carried and maintained by Tenant, provided that the coverage afforded will not be reduced or diminished by reason of the use of such blanket policy of insurance.

11.6 Waiver of Subrogation. The insurer under the policy of property insurance for the Premises, the Common Area Casualty Carve-Out, and Tenant's Common Area Improvements shall waive its rights of subrogation against Landlord and against Landlord's Representatives. Tenant hereby waives any and all rights of recovery against Landlord and its Representatives, on account of loss or damage occasioned to Tenant or its property or the property of others under its control to the extent that such loss or damage is insured against under any standard fire insurance policy, with extended coverage and vandalism and malicious mischief endorsements, or Worker's Compensation and Employers Liability coverage, which Tenant may have in force at the time of such loss or damage. Tenant shall, at the time of procuring the policies of insurance required under this Lease, give notice to the insurance carrier or carriers that the foregoing waiver of right of recovery is contained in this Lease and Tenant shall cause each insurance policy obtained by it to provide that the insurance company waives any right of recovery, by way of subrogation, against either Party in connection with any damage covered by any policy of insurance. If any insurance policy cannot be obtained with a waiver of subrogation, or is obtainable only by the payment of any additional premium charge above that charged by insurance companies issuing policies without waiver of subrogation, Tenant shall notify Landlord of this fact. Landlord shall have a period of twenty (20) days after receiving the notice either to place the insurance with a company that is reasonably satisfactory to Landlord or to agree to pay the additional premium if such a policy is obtainable at additional cost. If the insurance cannot be obtained or Landlord refuses to pay the additional premium charged, then Tenant is relieved of the obligation to obtain a waiver of subrogation rights with respect to the particular insurance involved.

11.7 Certificates of Insurance. Tenant shall deliver to Landlord certificates of insurance evidencing the insurance coverages specified in this Article 11, and Tenant shall thereafter deliver to Landlord certificates of renewal of all insurance policies required by this Article 11. At the request of Landlord at any time during the Term, Tenant also shall deliver to Landlord complete and certified copies of all such insurance policies required by this Article 11. All policies shall name Landlord as an additional insured and shall have deductibility limits acceptable to Landlord, in its reasonable discretion. Landlord makes no representation or warranty to Tenant that the amount of insurance to be carried by Tenant under the terms of this Lease is adequate to fully protect Tenant's interests. If Tenant believes that the amount of any such insurance is insufficient, Tenant is encouraged to obtain, at its sole cost and expense, such additional insurance as Tenant may deem desirable or adequate.

11.8 Failure to Obtain and Maintain Required Insurance. If Tenant fails to obtain and provide the evidence of insurance required under this Article 11, then Tenant shall be in Default hereunder and Landlord may, in addition to its other remedies under this Lease, order such insurance and charge the cost to Tenant, together with interest at the Agreed Rate from the date of payment by Landlord to the date of Tenant's reimbursement to Landlord, which amount shall constitute Additional Rent under this Lease and be payable by Tenant upon demand. Further, if, notwithstanding the provisions hereof, any insurance which Tenant is required to obtain and maintain is canceled, Tenant shall, before such cancellation is effective (or, if such cancellation is effective upon receipt of notice, within ten (10) days after the date such notice is received), replace or have replaced such insurance with other insurance providing essentially the same coverages and essentially the same indemnity amounts. Tenant shall promptly deliver to Landlord evidence of such replacement insurance. If Tenant fails to timely obtain the replacement insurance as required herein, Tenant shall be in Default under this Lease and Landlord may (but shall not be required to) procure such replacement insurance on Tenant's behalf and charge Tenant the premiums for such insurance, together with a twenty-five percent (25%) handling charge, payable upon demand together with interest thereon at the Agreed Rate from the date of payment by Landlord for such insurance until Landlord receives the payment described hereinabove from Tenant.

11.9 Reserved.

11.10 Disbursement of Insurance Proceeds. All insurance proceeds payable on account of damage to or destruction of the Premises, the Common Area Casualty Carve-Out, and/or Tenant's Common Area Improvements by fire or other casualty shall be deposited into an escrow account for the benefit of Landlord and Tenant, and shall be used by Tenant solely and exclusively for the purpose of reimbursement of the costs of the demolition, restoration, repairs, replacements, rebuilding or Alterations to the Premises, the Common Area Casualty Carve-Out and Tenant's Common Area Improvements. Insurance proceeds on deposit in the escrow shall be advanced from time to time to Tenant for the restoration work as such work progresses, upon certification by the architect or engineer in charge of such restoration work that the amounts requested either shall have been paid in connection with such restoration work or shall be due to contractors, subcontractors, materialmen, architects or other Persons who rendered services or furnished materials on account of the restoration work and, upon completion of such restoration work, the balance remaining in the escrow, if any, shall be disbursed to Tenant. In the event Tenant fails, within one-hundred twenty (120) days of casualty, to undertake demolition, restoration, repairs, replacements, rebuilding or Alterations to the Premises, the Common Area Casualty Carve-Out, and Tenant's Common Area Improvements

(which "undertaking" shall be defined as Tenant commencing, in any material way, and continuing diligently and without undue interruption until completion, such actual demolition, restoration, repairs, replacements, rebuilding or alteration), the entire proceeds of the fire insurance policy shall be escrowed for the benefit of Landlord for the purpose of providing funds to accomplish such demolition, restoration, repair, rebuilding or alteration; any surplus, when such demolition, restoration, repair, rebuilding or alteration is completed, shall be released to Tenant.

11.11 Indemnification. Tenant shall and hereby agrees to indemnify, defend and hold Landlord and its Representatives, and the property of Landlord, including the Project, the Premises and the Common Area, and all improvements thereon, free and harmless from any and all Losses and Liabilities resulting from the use, occupancy or enjoyment of the Premises and/or Common Area by Tenant or any Person thereon or holding under Tenant arising from any action, inaction, events or facts occurring during the Term from any cause. The indemnity by Tenant under this Section 11.11 shall not, however, extend to any Losses or Liabilities to the extent such arise out of the gross or active negligence or intentional or willful misconduct of Landlord or its Representatives. The above indemnification includes, without limitation, any Losses and Liabilities arising by reason of:

i) The death or injury of any person, including Tenant or any person who is an employee or agent of Tenant, or any subtenant, licensee, concessionaire or assignee of Tenant, or damage to or destruction of any property, including property owned by Tenant or by any person who is an employee or agent of Tenant, from any cause whatsoever while such person or property is in or on the Premises and/or Common Area;

ii) The death or injury of any person, including Tenant or any person who is an employee or agent of Tenant, or any subtenant, licensee, concessionaire or assignee of Tenant, or damage to or destruction of any property, including property owned by Tenant or any person who is an employee or agent of Tenant, caused or allegedly caused by either (i) the condition of the Premises and/or Common Area, or some improvement on said Premises and/or Common Area, or (ii) some act or omission on the Premises and/or Common Area by Tenant or any person in, on, or about the Premises and/or Common Area with the permission and consent of Tenant;

iii) Any work performed on the Premises and/or Common Area or materials furnished to the Premises and/or Common Area at the instance or request of Tenant, or any subtenant, licensee, concessionaire or assignee of Tenant, or any Person acting for or on behalf of any of the foregoing;

iv) The failure by Tenant, or any subtenant, licensee, concessionaire or assignee of Tenant, to perform any provision of this Lease or to comply with any Governmental Restriction; or

v) Any breach of any provisions of Section 5.5 or directly or indirectly arising out of the use, generation, storage, release, disposal or transportation of Hazardous Materials by Tenant or its Representatives, agents, contractors, employees, licensees or invitees, or any subtenant, licensee, concessionaire or assignee of Tenant, on, under or about the Premises and/or Common Area from and after Tenant's occupancy of the Premises and thereafter during the Term, including, but not limited to, all foreseeable and unforeseeable consequential damages and the cost of any Remedial Work. Neither the consent by Landlord to the use, generation, storage, release, disposal or transportation of Hazardous Materials nor the strict compliance with all Hazardous Material Laws shall excuse Tenant from Tenant's indemnification obligations pursuant hereto.

The foregoing indemnity by Tenant of Landlord shall extend to any and all Losses and Liabilities arising from or in connection with injury to persons or property wherever located arising from or in connection with golf balls originating from the Premises. Landlord agrees to notify Tenant of any claim filed against Landlord the liability with respect to which Landlord is to be indemnified by Tenant hereunder; provided, however, that Landlord's failure to deliver such notification shall not in any way impair Tenant's obligations under this Section 11.11. Nothing in this Section 11.11 is intended in any way to affect or limit any existing agreement of indemnity between Tenant and Casuda.

In addition to the foregoing indemnity, Tenant shall further indemnify Landlord for all Losses and Liabilities related directly or indirectly to or arising out of or in connection with (i) any defect claimed to have been created at any time to and including the Effective Date in materials or workmanship in existing buildings and other improvements on the Premises; and (ii) any breach of this Lease; regardless of whether any of said Losses and Liabilities arise in tort or contract, and regardless of whether said defects are claimed to have been created or installed by or on behalf of, or approved by, Landlord or its Representatives, or through the negligence of Landlord or its Representatives

The obligations of Tenant under this Section 11.11 shall survive the expiration or earlier termination of this Lease.

11.12 Exemption of Landlord from Liability. Except to the extent Losses and Liabilities are caused by the gross or active negligence or intentional or willful misconduct of Landlord or its Representatives, neither Landlord nor its Representatives shall be liable to Tenant or any of its Representatives, invitees, licensees, or customers for any loss, damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, its employees, contractors, invitees, customers, or any other person in or about the Premises and/or Common Area, whether such loss, damage or injury is caused by or results from: (i) fire, earthquake, flood, explosions, falling plaster, steam, electricity, gas, water, rain or snow which may leak or flow into any part of the Premises and/or Common Area; (ii) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from the roof, street or subsurface resulting from dampness or from any other cause whatsoever; (iii) conditions arising in or about the Premises and/or Common Area or upon other portions of the Project, or from other sources or places; or (iv) any act or omission of any other tenant of the Project, of occupants of adjacent property, the public, or caused by operations in construction of any private, public or quasi-public work. Neither Landlord nor its agents shall be liable for such damage or injury even though the cause of or means of repairing same are not accessible to Tenant. Neither Landlord nor its agents shall be liable for any damages arising from the failure by Landlord to enforce the provisions of any other lease in the Project. Neither Landlord nor

Its agents shall be liable for any loss or damage to any property of Tenant or others resulting directly or indirectly from any criminal act, by theft or otherwise. Neither Landlord nor its agents shall be liable for interference with light, air, or any latent defect in the Premises and/or Common Area.

ARTICLE 12. CONDEMNATION

12.1 Definitions. As used in this Article, the following words have the following meanings:

i) Award: means the compensation paid for the Taking, as hereinafter defined, whether by judgment, agreement or otherwise.

ii) Taking: means the taking or damaging of the Premises or any portion thereof as the result of the exercise of the power of eminent domain, or for any public or quasi-public use under any statute. Taking also includes a voluntary transfer or conveyance to the condemning agency or entity under threat of condemnation, in avoidance of an exercise of eminent domain, or while condemnation proceedings are pending.

iii) Taking Date: means the date on which the condemning authority takes actual physical possession of the Premises or any portion thereof, as the case may be.

iv) Total Taking: means the taking of the title to all of the Premises and the improvements thereon.

v) Substantial Taking: means the taking of so much of the Premises that the conduct of Tenant's business in the Premises would be rendered economically impracticable. For purposes hereof, the conduct of Tenant's business shall be deemed "economically impracticable" if the portion of the Premises not so taken cannot be so repaired or reconstructed so as to constitute a complete rentable space capable of producing a proportionately fair and reasonable net annual income, after the payment of all Rent and other expenses thereof and after performance of all covenants, agreements, terms and provisions herein and by law provided to be performed and paid by Tenant. The average net annual income produced by the Premises during the five (5) year period immediately preceding such a taking shall be deemed to constitute a fair and reasonable net annual income for the purposes hereof.

vi) Partial Taking: means any Taking of title that is not either a Total or a Substantial Taking.

vii) Notice of Intended Taking: means any notice or notification on which a prudent person would rely as expressing an existing intention of Taking as distinguished from a mere preliminary inquiry or proposal. It includes but is not limited to the service of a condemnation summons and complaint on a Party to this Lease.

12.2 Total or Substantial Taking of Premises. In the event of a Total Taking, except for a Taking for temporary use, Tenant's interest in the Premises shall terminate on the Taking Date and the Rent required to be paid by Tenant shall be apportioned and paid to the Taking Date and any unearned Rent or other unearned charges paid in advance by Tenant shall be returned to Tenant. In the event of a Taking, except for a Taking for temporary use, which Tenant considers to be a Substantial Taking, Tenant may deliver notice to Landlord within sixty (60) days after Tenant receives the Notice of Intended Taking, notifying Landlord of the Substantial Taking. If Tenant does not so notify Landlord, the Taking shall be deemed a Partial Taking. If Landlord does not dispute Tenant's contention that there has been a Substantial Taking within ten (10) days of Landlord's receipt of Tenant's written notice, or, if it is determined, by order of the judicial referee, that there has been a Substantial Taking, then the Taking shall be considered a Substantial Taking and Tenant shall be entitled to terminate this Lease effective as of the Taking Date if (i) Tenant delivers possession of the Premises to Landlord within thirty (30) days after determination that the Taking was a Substantial Taking, (ii) Tenant complies with all Lease provisions concerning apportionment of the Award, and (iii) Tenant has complied with all Lease provisions concerning surrender of the Premises, including, without limitation, removal of improvements. If these conditions are not met, the Taking shall be treated as a Partial Taking.

12.3 Apportionment And Distribution of Award for Total Taking and Substantial Taking. In the event of a Total Taking or Substantial Taking, Landlord shall be entitled to the entire award or compensation in connection therewith, whether such damages shall be awarded as compensation for diminution in value of the leasehold or for the fee of the Premises, and Landlord shall be entitled to negotiate and enter into a sale to the condemning authority as to any estate or claim of Tenant; but the Minimum Annual Rent for the last month of Tenant's occupancy shall be prorated and Landlord shall refund to Tenant any Minimum Annual Rent paid in advance. Tenant shall, however, have the right to seek a separate award from the condemning authority, without diminishing Landlord's award, for compensation or damages for (i) the unamortized cost, depreciated on a straight-line basis over the original Term, of its fixtures and removable personal property, and (ii) any leasehold bonus value.

12.4 Partial Taking; Abatement and Restoration. If there is a Partial Taking of the Premises, except for a Taking for temporary use, this Lease shall remain in full force and effect on the portion of the Premises not Taken, and the Minimum Annual Rent shall be reduced from the date of such Partial Taking in proportion to the square footage taken from the Premises. Within a reasonable time period after a Partial Taking, at Tenant's expense and in the manner specified in the provisions of this Lease relating to construction, maintenance, repairs, and Alterations, Tenant shall reconstruct, repair, alter, or modify the improvements on the Premises so as to make them an operable whole to the extent allowed by Governmental Restrictions.

12.5 Taking for Temporary Use. If the temporary use of the whole or any part of the Premises shall be taken by any lawful power or authority, by the exercise of the right of condemnation or eminent domain, or by agreement between Tenant and those authorized to exercise such right, Tenant shall give prompt notice thereof to Landlord, and the Term of this Lease shall not be reduced or affected in any way. Tenant shall continue to pay in full the Rent required to be paid

hereunder, without reduction or abatement, and Tenant shall be entitled to receive for itself any award or payment made for such use.

12.6 **Waiver.** Tenant hereby waives any statutory and common law rights of termination which may arise by reason of any Taking.

ARTICLE 13. QUIET ENJOYMENT; ATTORNMEN AND NON-DISTURBANCE

13.1 **Covenant of Quiet Enjoyment.** Landlord covenants that, subject to the limitations expressly set forth herein, Tenant, upon Tenant's timely payment of the Rent and performance of Tenant's covenants and obligations under this Lease, may quietly have, hold, and enjoy the Premises during the Term, without hindrance or interruption by Landlord or anyone claiming by or through Landlord, subject to Landlord's right to enter upon the Premises as expressly provided herein.

13.2 **Subordination, Nondisturbance and Attornment**

13.2.1 **Subordination and Nondisturbance.** Tenant shall, within ten (10) days after Landlord's request therefor, execute, acknowledge and deliver a Subordination, Non-Disturbance and Attornment Agreement containing commercially reasonable provisions customarily contained in such an agreement prepared by a commercial lender, and/or any and all other documents or instruments reasonably requested by Landlord or Landlord's Mortgagee as necessary or proper to provide for the subordination of this Lease to any Landlord's Mortgage hereafter affecting the Premises or any portion thereof or any renewal, addition, modification, consolidation, replacement or extension of same, and/or to establish the terms of agreement between Tenant, Landlord and Landlord's Mortgagee respecting the rights and obligations of Landlord's Mortgagee and Tenant in the event that Landlord's Mortgagee commences proceedings to foreclose Landlord's Mortgage or Landlord's Mortgagee becomes the owner of the Premises; provided, however, that such subordination by Tenant shall be upon the express condition that Landlord's Mortgagee shall execute said Subordination, Non-Disturbance and Attornment Agreement which shall provide that so long as no Uncured Default (as defined in Section 14.2 below) exists under this Lease, Tenant's right to possession of the Premises will be recognized and not disturbed upon a foreclosure by Landlord's Mortgagee.

13.2.2 **Attornment.** Notwithstanding anything to the contrary set forth herein, Tenant hereby attorns and agrees to attorn to any Person purchasing or otherwise acquiring the Project or the Premises or any portion thereof at any sale or other proceeding or pursuant to the exercise of any rights, powers or remedies under any Landlord's Mortgage as if such Person had been named as Landlord herein, provided such Person shall recognize Tenant as Tenant hereunder and shall execute a non-disturbance agreement to such effect.

ARTICLE 14. DEFAULT

14.1 **Default.** The occurrence of any one or more of the following events shall constitute a default ("Default(s)") under this Lease by Tenant:

i) any failure by Tenant to pay the Minimum Annual Rent, Percentage Rent or Additional Rent on the date the payment is due;

ii) a failure by Tenant to observe and perform any other condition, restriction, covenant, obligation or provision of this Lease to be observed or performed by Tenant, including without limitation the inaccuracy of any representation or warranty set forth herein, and a failure by Tenant to satisfy its obligations under and to observe the restrictions of Article 8 with respect to any Transfer;

iii) a general assignment by Tenant for the benefit of creditors, or the filing by or against Tenant of any proceeding under any insolvency or bankruptcy law (unless in the case of a proceeding filed against Tenant the same is dismissed within sixty (60) days), or the appointment of a trustee or receiver to take possession of all or substantially all of the assets of Tenant (unless possession is restored to Tenant within thirty (30) days), or any execution or other judicially authorized seizure of all or substantially all of Tenant's assets located upon the Premises or of Tenant's interest in this Lease (unless such seizure is discharged within thirty (30) days), or Tenant's convening of a meeting of its creditors or any class thereof for the purpose of effecting a moratorium upon or composition of its debts;

iv) any three (3) or more failures of the type described in Section 14.1(i) in any twelve month period;

v) the conducting by Tenant of a going out of business sale, bankruptcy sale or any similar liquidation sale in violation of the provisions of this Lease where such sale continues for twenty-four (24) hours after written notice of such violation by Landlord to Tenant;

vi) the occurrence of any default under the terms of any future lease by and between Landlord and Tenant or by and between Tenant and an Affiliate of Landlord;

vii) the failure by Tenant to operate continuously and without interruption in the entirety of the Premises at least 360 days per year, except (i) those days in which inclement weather, in the reasonable judgment of Tenant, would make the golfing facilities unplayable and (ii) those days in which the Premises are untenable by reason of fire or other casualty, condemnation or restoration of the Premises by Tenant (not to exceed, however, one hundred and twenty (120) days for repair, reconstruction or restoration of the Premises).

viii) the failure by Tenant to commence the construction to the golf course fences in accordance with Section 5.3 above, or to complete such construction on or by January 31, 2000;

ix) the failure by Tenant to (a) keep proper books of account, receipts and records sufficient to enable an independent auditor to determine the Percentage Rent payable for any period with reasonable accuracy, or (b) deliver to Landlord, within five (5) days after request therefor, any statement of Gross Sales required hereunder or to supply Landlord with a copy of Tenant's quarterly state and local sales tax forms;

x) Tenant's failure to execute and deliver to Landlord, within three (3) business days after Landlord's second request, a statement described in Section 17.2;

xi) the occurrence of a Default as defined in any other provision of this Lease; or

xii) the failure by Tenant to cease a violation of Hazardous Materials Laws caused by Tenant or any subtenant or assignee of Tenant, or their respective agents, contractors, employees, licensees, concessionaires, or invitees, and/or to commence Remedial Work and thereafter diligently pursue same to completion.

14.2 Notice of Default: Tenant's Right to Cure. If Tenant has committed or permitted to exist a Default, Landlord shall give notice of said Default ("Notice of Default") to Tenant. Following the giving of the Notice of Default, the non-performance which is complained of shall constitute an "Uncured Default" by Tenant under this Lease if such non-performance continues for the applicable period set forth hereinbelow; provided, however, that except as may expressly be provided otherwise under this Lease, a Default described in clauses (iii) - (xi) of Section 14.1 above shall constitute an "Uncured Default" by Tenant under this Lease without the requirement that Landlord deliver a Notice of Default or that Tenant be afforded any time period to cure the Default. If the alleged Default is nonpayment of Rent, Tenant shall have five (5) days after delivery by Landlord of the Notice of Default to cure the Default. For any Default described in clause (ii) of Section 14.1 above, Tenant shall, after delivery by Landlord of the Notice of Default, promptly and diligently commence curing the Default and shall, except as may expressly be provided otherwise under this Lease, have thirty (30) days after delivery by Landlord of the Notice of Default to complete the cure of said Default; provided, however, that if the nature of said Default is such that the same cannot reasonably be cured within said 30-day period, Tenant shall have such additional time as is reasonably necessary to cure such Default provided that Tenant is diligently prosecuting such cure to completion. For any Default described in clause (xii) of Section 14.1 above, Tenant shall, after delivery by Landlord of the Notice of Default, promptly cease the violation of Hazardous Materials Laws and commence the Remedial Work within five (5) days after delivery by Landlord of the Notice of Default and thereafter shall diligently pursue the Remedial Work to Completion; provided, however, that Landlord shall have the right, without terminating this Lease and in addition to its other remedies specified below, to require Tenant to suspend its operations and activities on the Premises until Landlord is satisfied that the appropriate Remedial Work is being adequately performed and Landlord's election of this remedy shall not constitute a waiver of Landlord's right thereafter to pursue the other remedies set forth in this Lease. The Parties acknowledge and agree that any Notice of Default delivered by Landlord to Tenant hereunder shall also be deemed to satisfy the notice requirements under California Code of Civil Procedure Section 1161, as same may be amended hereinafter from time to time, and no additional notice pursuant to California Code of Civil Procedure Section 1161 shall be required in order to commence an unlawful detainer proceeding.

14.3 Landlord's Right to Cure Tenant's Uncured Defaults. After expiration of the applicable time period for curing a particular Default, Landlord may, at Landlord's election, make any payment (other than Rent payable to Landlord) required of Tenant under this Lease or perform or comply with any covenant or condition imposed on Tenant under this Lease and, except as may expressly be provided otherwise under this Lease, the amount so paid, plus the cost of any such performance or compliance, plus interest on such sum at the Agreed Rate, from the date of payment, performance and/or compliance until the date of repayment by Tenant, shall be due and payable by Tenant, on demand. No such act shall constitute a waiver of any Default or of any remedy for Default or render Landlord liable for any loss or damage resulting from any such act (except to the extent such loss or damage arises from Landlord's active negligence or intentional or willful misconduct).

14.4 Notice of Landlord's Default: Tenant Waiver. In the event Landlord shall neglect or fail to perform or observe any of the covenants, provisions or conditions contained in this Lease or Landlord's part to be observed or performed, including without limitation the inaccuracy of any representation or warranty set forth herein, within thirty (30) days after written notice of default (or if more than thirty (30) days shall be required because of the nature of the default, if Landlord shall fail to commence the curing of its default within the thirty (30) day period and proceed diligently thereafter), then in that event Landlord's default shall be deemed an uncured default hereunder. In the event of such uncured default, Tenant shall, subject to Section 14.5 below, have the right to recover all actual damages sustained by Tenant as a result of Landlord's default, but not special or consequential damages. Tenant shall have no right to terminate this Lease, except as expressly provided elsewhere in this Lease. Notwithstanding anything which may be or appear to be to the contrary in this Lease, it is expressly understood and agreed that any money judgment against Landlord resulting from any default or other claim arising under this Lease shall be satisfied only out of the net rents, issues, profits and other income after operating expenses and debt service (collectively "Income") actually received from the operation of the Project after the date of entry of the judgment, and no other real, personal or mixed property of Landlord or its Representatives, wherever situated, shall be subject to levy on any judgment obtained against Landlord and if such Income is insufficient for the payment of such judgment, Tenant shall not institute any further action, suit, claim or demand, in law or in equity, against Landlord for or on the account of such deficiency. Tenant hereby waives, to the furthest extent permitted by law, any right to satisfy a money judgment against Landlord except from the Income received by Landlord from the operation of the Project. Tenant hereby waives the protections of California Civil Code Sections 1932 and 1933, or any other successor statute containing like protections.

14.5 Judicial Reference. Except with respect to an action for injunctive relief commenced by a Party in order to protect against irreparable injury hereunder, and except as expressly provided below, all disputes and claims arising under this Lease, whether relating to its interpretation, application, enforcement or breach, shall be heard by a referee of the Los Angeles County Superior Court pursuant to California Code of Civil Procedure Section 638, ~~et seq.~~ The Parties shall have the rights of discovery and appeal provided by California Code of Civil Procedure Section 638, ~~et seq.~~ Notwithstanding anything in this Lease (including the preceding sentence) which is or may appear to be to the contrary, nothing herein shall (i) restrict or limit in any manner Landlord's right to pursue recovery of Rent due or its unlawful detainer remedies nor (ii) require any judicial reference action to be commenced or completed prior to Landlord's pursuit of those remedies in the event of an Uncured Default.

With respect to all judicial reference proceedings under this Lease, Landlord and Tenant shall agree upon a single member of the Los Angeles County trial panel of retired judges ("referee") who shall try all issues, whether of fact or law, and report a finding and judgment thereon and issue all legal and equitable relief appropriate under the circumstances of the controversy before him or her. If Landlord and Tenant are unable to agree on a referee within ten (10) days of a written request to do so by either Party hereto, either Party may seek to have one appointed pursuant to California Code of Civil Procedure Section 640. The cost of such proceeding shall initially be borne equally by the Parties, but shall ultimately be borne by the Party who does not prevail. In addition, the prevailing Party in the judicial reference shall be entitled to have its reasonable attorneys' fees and out-of-pocket costs paid by the nonprevailing Party. The prevailing Party shall be the Party determined by the referee to be the Party more successful in the action in light of the issues litigated. Any referee selected pursuant to this Section shall be considered a temporary judge appointed pursuant to Article 6, Section 21 of the California Constitution.

14.6 Landlord's Remedies. In the event of any Uncured Default by Tenant, Landlord may, at its option and in addition to any other remedies available to it at law or in equity, without further notice or demand of any kind to Tenant or any other Person:

i) Terminate Tenant's right to possession and this Lease by any lawful means and take possession of the Premises and remove all persons therefrom, and Tenant shall have no further claim thereon or hereunder; or

ii) Maintain Tenant's right to possession, in which event this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises.

14.6.1 Election to Terminate. Should Landlord elect to terminate this Lease pursuant to the provisions of clause (i) of Section 14.6 above, Landlord may recover immediately and on demand from Tenant as damages, all damage Landlord may incur by reason of such breach, including the following:

i) The worth at the time of award of any unpaid Minimum Annual Rent, Percentage Rent and Additional Rent which had been earned at the time of such termination; plus

ii) The worth at the time of award of the amount by which the unpaid Minimum Annual Rent, Percentage Rent and Additional Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss Tenant proves could have been reasonably avoided; plus

iii) The worth at the time of award of the amount by which the unpaid Minimum Annual Rent, Percentage Rent and Additional Rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to any costs or expenses incurred by Landlord in (a) retaking possession of the Premises, including reasonable attorneys' fees, (b) maintaining or preserving the Premises after such Default, and (c) any other costs necessary or appropriate to relet the Premises including without limitation repairs or Alterations to the Premises to facilitate such reletting and leasing commissions; plus

v) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of California.

As used in clauses (i) and (ii) above, the "worth at the time of award" is computed by allowing interest at the highest lawful rate. As used in clause (iii) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%). For purposes of this Section 14.6.1, Percentage Rent and Additional Rent shall be computed on the basis of the average monthly amount thereof accruing during the immediately preceding sixty (60) month period, except that if it becomes necessary to compute such amounts before such a 60-month period has occurred then such amounts shall be computed on the basis of the average monthly amounts accruing during such shorter period.

14.6.2 Alternative Damages. Should Landlord elect to maintain Tenant's right to possession of the Premises pursuant to the provisions of clause (ii) of Section 14.6 above, Landlord shall be entitled, in addition to all other rights and remedies available under this Lease or at law or in equity, to recover Rent as it becomes due. It is specifically acknowledged and agreed that Landlord has the remedy described in California Civil Code Section 1951.4 (Landlord may continue the Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due without the need to re-enter or re-lease the Premises).

14.6.3 Appointment of Receiver. If a receiver should be appointed at the instance of Landlord in any action against Tenant to take possession of the Premises and/or to collect the Rent or profits derived therefrom, the receiver may, if it be necessary or convenient in order to collect such profits, conduct the business of Tenant then being conducted in the Premises, and may take possession of any personal property belonging to Tenant and used in the conduct of such business, and may use the same in conducting such business on the Premises without compensation to Tenant for such use. Neither the application, nor the appointment of such receiver shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant.

14.7 Remedies Cumulative; No Waiver. Each right and remedy of Landlord and Tenant provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or available at law or in equity except as otherwise limited by this Lease, and the exercise or the beginning of the exercise by Landlord or Tenant of any one or more of the rights or remedies provided for in this Lease or available at law or in equity, except as otherwise

limited by this Lease, shall not preclude the simultaneous or later exercise by Landlord or Tenant of any or all other rights or remedies provided for in this Lease or available at law or in equity, except as otherwise limited by this Lease. Landlord's failure to enforce any provision of this Lease with respect to a Default hereunder shall not constitute a waiver of Landlord's right to enforce such provision or any other provision with respect to any future Default. The acceptance of Rent by Landlord shall not be deemed a waiver of Landlord's right to enforce any term or provision hereof. The waiver of any term or condition of this Lease shall not be deemed to be a waiver of any other term or condition hereof or of any subsequent failure of any term or condition hereof.

14.8 Delays in Performance. The time within which the Parties hereto shall be required to perform any act under this Lease, other than the payment of Rent, shall be extended by a period of time equal to the number of days during which performance of such act is delayed due to an act of God, supernatural causes, strikes, lockouts, fire, earthquake, flood, explosion, war, invasion, insurrection, riot, mob violence, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, unusually severe weather, application of Governmental Restrictions, regulations or controls not contemplated by this Lease or otherwise reasonably foreseeable, court order, delays or inaction of independent contractors, remediation of Hazardous Materials located upon the Premises, or other like events which are completely and strictly beyond a Party's control. The additional grace period or extension of time provided above shall be equal to the period of delay caused by the above-described event, which period shall commence to run from the time of the commencement of the cause for delay and shall terminate upon termination of that cause. A Party wishing to invoke this Section shall notify the other Party to this Lease of that intention within ten (10) days of the commencement of any such cause for delay and shall, at that time, specify the reasons therefor, the specific provision of this Lease which will be delayed as a result, and the period of such extension, if known, or if not known, a reasonable estimate thereof. The failure to so notify the other Party within said 10-day period as to the cause for delay shall constitute a waiver of any right to later rely upon this Section with respect to that cause.

ARTICLE 15. CONTINGENCIES

15.1 Conditions. As conditions precedent to the Parties' obligations hereunder, (i) Landlord and Casuda shall have executed that Restated Casuda Lease on or before September 1, 1999, and (ii) Landlord shall have received, concurrent with the execution hereof and in the form attached hereto as Exhibit "J", the Guaranty of Lease ("Guaranty") executed by George K. Ahn, Mary I. Ahn, John Chongop Kim and Susan Chaeok Kim, the principals and shareholders of Tenant.

15.2 Failure of Conditions. In the event that (i) Landlord and Casuda should fail to execute the Restated Casuda Lease on or before September 1, 1999, or (ii) Landlord does not receive the fully-executed Guaranty concurrent with the execution of this Lease, then Landlord or Tenant may, by delivering written notice to the other, at anytime thereafter, elect to terminate this Lease, whereupon (a) this Lease shall terminate thirty (30) days after delivery of such notice and neither Party shall thereafter have any further liability or obligation to the other hereunder (except for items which have previously accrued and remain unpaid and except for any liability of Landlord or Tenant which survives such termination) and (b) the terms of the Original Lease Agreement shall continue to govern the rights and responsibilities of the Parties with respect to the Original Premises and the Project; provided, however, if, prior to expiration of said 30-day period, the foregoing conditions are satisfied or waived by the terminating Party, the Lease shall remain in full force and effect in accordance with its terms.

15.3 Transfer of Snack Stand. Casuda, as sublessor, and Gew Joe Kim and Ji Hong Kim, husband and wife, as sublessee ("Sublessee"), previously entered into a Sublease Agreement dated April 25, 1985 ("Snack Stand Sublease"), pursuant to which Tenant leases to Sublessee that property commonly known as the Fairway Snack Stand (the "Snack Stand") and legally described on Exhibit A of the Snack Stand Sublease. Upon Tenant's execution of this Lease on or prior to August 1, 1999, Casuda has agreed, pursuant to Section 15.3 of the Restated Casuda Lease, (i) to transfer to Tenant, as of the first day of the month immediately following Landlord's and Tenant's execution of this Lease, the Snack Stand Sublease and all of Tenant's right, title and interest in the premises (and all improvements thereon) that is subject to the Snack Stand Sublease, and (ii) to indemnify, defend and hold Tenant free and harmless from any and all Losses and Liabilities resulting from the use, occupancy or enjoyment of the Snack Stand premises accruing prior to the date of transfer. Section 15.3 of the Restated Casuda Lease shall provide that Tenant and its successors and assigns are intended third party beneficiaries of Casuda's waivers and obligations under said Section, and Tenant's and its successors' and assigns' rights under said Section shall survive the expiration or termination of the Restated Casuda Lease. Tenant agrees, in consideration for said transfer by Casuda of the Snack Stand Sublease and Casuda's right, title and interest in the premises subject to the Snack Stand Sublease, (i) to waive any right to proceeds from the Snack Stand operation and any rentals due Tenant in connection therewith accruing until the date of transfer, (ii) to waive all utility expenses for which Tenant may otherwise be entitled to reimbursement from Casuda under the terms of the Snack Stand Sublease, (iii) to assume the Snack Stand Sublease, and (iv) to indemnify, defend and hold Casuda free and harmless from any and all Losses and Liabilities resulting from the use, occupancy or enjoyment of the Snack Stand premises accruing from and after the date of transfer. Tenant hereby agrees that Casuda and its successors and assigns are intended third party beneficiaries of the waivers and agreements made in this Section 15.3, and Casuda's and its successors' and assigns' rights under this Section 15.3 shall survive the expiration or termination of this Lease.

ARTICLE 16. EXPIRATION; TERMINATION

16.1 Duty to Surrender. At the expiration or earlier termination of this Lease, Tenant shall surrender to Landlord possession of the Premises free and clear of all liens and encumbrances other than those, if any, created by Landlord or those which encumbered the Premises prior to the Commencement Date. Surrender or removal of removable personal property, improvements and fixtures shall be as directed pursuant to the provisions of Section 5.6.3. Tenant shall leave the Premises and any other property surrendered in good condition and repair, taking into consideration reasonable wear and tear and the age of the improvements. All property that is not already deemed Landlord's property and that Tenant is required to surrender shall become Landlord's property at termination or expiration of this Lease.

16.2 Failure to Surrender. Should Tenant fail to surrender the Premises and/or remove the removable personal property and/or all improvements, Alterations and/or fixtures as directed pursuant to the provisions of Section 5.6.3 at the expiration of the Term or earlier termination of this Lease and hold over without the express prior consent of Landlord, (i)

such tenancy shall be at the sufferance of Landlord, and not a renewal hereof or an extension for any further term, (ii) Minimum Annual Rent, Percentage Rent and Additional Rent hereunder shall be payable (a) at two (2) times the amount in effect immediately prior to expiration of the Term or earlier termination of this Lease and (b) at the time specified in this Lease, (iii) such tenancy at sufferance shall be subject to every other term, covenant and agreement contained herein, and (iv) Tenant shall indemnify, defend and hold Landlord and its Representatives, and the property of Landlord, harmless from all Losses and Liabilities resulting from the delay or failure to surrender the Premises and/or remove such property, including, without limitation, claims made by any succeeding tenant founded on or resulting from such failure by Tenant.

16.3 Additional Documents. If requested to do so, Tenant shall, upon the expiration or earlier termination of this Lease, execute, acknowledge and deliver to Landlord such instruments of further assurance as in the opinion of Landlord are necessary or desirable to confirm or perfect Landlord's right, title and interest in and to the Premises, and any other property surrendered to Landlord pursuant to this Lease, free and clear of any claim by Tenant. Tenant's obligations under this Article 16 shall survive the expiration of the Term or earlier termination of this Lease.

ARTICLE 17. MISCELLANEOUS

17.1 Corporate or Other Authority. In the event Tenant shall be a corporation, partnership or limited liability company, Tenant and the Persons executing this Lease on behalf of Tenant hereby covenant and warrant that (i) Tenant is a duly organized, validly existing and qualified corporation (or partnership or limited liability company) and all steps have been taken prior to the Effective Date to qualify Tenant to do business in the State of California, (ii) Tenant has all requisite power and authority to enter into and perform its obligations under this Lease, (iii) all consents, approvals and authorizations of all applicable governmental authorities, and all consents or approvals of Tenant's board of directors, shareholders, partners or members required in connection with the execution, delivery and performance by Tenant of this Lease have been obtained on or before the Effective Date and the individual(s) executing this Lease on behalf of Tenant are authorized to do so, (iv) all franchise and corporate and other business taxes have been paid to date, and (v) all future forms, reports, fees and other documents necessary to comply with applicable laws will be filed when due.

17.2 Estoppel Certificate. Within ten (10) days after request by Landlord or Tenant (which request may be from time to time as often as reasonably required by Landlord or Tenant) Landlord or Tenant shall execute and deliver to the other, without charge, a statement in the form of Exhibit "I" attached hereto or in such other similar form as Landlord or Tenant may reasonably request. Any such statement may be conclusively relied upon by any prospective purchaser, tenant, subtenant or encumbrancer of the Premises. If the other Party fails to respond to such request within such 10-day period, the requesting Party shall deliver a second notice stating that the failure of the other Party to respond to such request within three (3) business days after receipt of such second request will result in a deemed approval with respect to the requested matters. The failure to deliver such statement within that 3-day period shall (with respect to third parties relying upon such estoppel certificate), without limiting any other remedy which the requesting Party may have as a result of such failure, be conclusive upon the Party which fails to deliver such statement that this Lease is in force and effect with only such modifications as have been identified by the requesting Party, that there are no outstanding defaults under this Lease by Landlord (where Landlord is the requesting Party) and no outstanding Defaults (where Tenant is the requesting Party), and that there have not been any payments of advance Rent other than as provided in the provisions of this Lease.

17.3 Notices. All notices, requests, demands and other communications under this Lease shall be in writing and shall be deemed to have been given on (i) the date of service if served personally on the Party to whom notice is to be given, (ii) the date of actual or attempted delivery provided such attempted delivery is made on a business day, if served by Federal Express, Express Mail or another like overnight delivery service, or (iii) the date of actual delivery as shown by the addressee's registry or certification of receipt or the third business day after the date of mailing, whichever is earlier, if mailed to the Person to whom notice is to be given, by first class U.S. mail, registered or certified, postage prepaid, return receipt requested and properly addressed as follows (or to such other address as either Party may from time to time direct by written notice given in the manner herein prescribed):

If to Landlord:	City Manager City of Monterey Park 320 W. Newmark Avenue Monterey Park, California 91204
With a copy to:	Brown, Winfield & Canzoneri, Inc. 300 South Grand Avenue, Suite 1500 Los Angeles, California 90071-3125 Attn: Steven Abram, Esq.
and, if to Tenant:	M.P. Golf Course Management, Inc. 3600 Ramona Road Monterey Park, California 91754 Attn: President
With a copy to:	Lim, Ruger & Kim, LLP Arco Center, Suite 2800 1055 West 7th Street Los Angeles, California 90017 Attn: Partner, Real Estate Department

17.4 Attorneys' Fees. Subject to the terms of Section 14.5 above, in the event that either Party hereto brings any action or files any proceeding in connection with the enforcement of its respective rights under this Lease or as a consequence of any breach by the other Party of its obligations under this Lease, the prevailing Party in such action or

proceeding shall be entitled to have its reasonable attorneys' fees and out-of-pocket expenditures paid by the losing Party. The attorneys' fees so recovered shall include fees for prosecuting or defending any appeal and shall be awarded for any supplemental proceedings until the final judgment is satisfied in full. In addition to the foregoing award of attorneys' fees to the prevailing Party, the prevailing Party in any action respecting this Lease shall be entitled to its attorneys' fees incurred in any post judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Lease into any judgment on this Lease.

17.5 **Headings.** The headings used in this Lease are inserted for reference purposes only and do not affect the interpretation of the terms and conditions hereof.

17.6 **Rights of Successors.** All of the rights and obligations of the Parties under this Lease shall bind and inure to the benefit of their respective heirs, successors and assigns; provided, however, that nothing in this Section 17.6 shall be construed to limit or waive the provisions concerning restrictions on Transfer set forth in Article 8 hereof.

17.7 **Amendments in Writing.** This Lease cannot be orally amended or modified. Any modification or amendment hereof must be in writing and signed by the Party to be charged.

17.8 **No Brokers.** Tenant hereby represents and warrants to Landlord that it has had no dealings with any real estate broker, finder or agent in connection with the negotiations of this Lease, and that it knows of no real estate broker, company, finder or agent who is or might be entitled to a commission in connection with the execution of this Lease and covenants and agrees to indemnify, defend and hold Landlord harmless for, from and against any and all Losses and Liabilities that may arise from a breach of this warranty. Tenant acknowledges and confirms that it is not entitled to receive any brokerage commission as a consequence of this transaction.

17.9 **Time of Essence.** Time is of the essence with respect to each provision in this Lease.

17.10 **Interpretation.** When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural, and the masculine shall include the feminine and neuter and vice versa. Whenever the word "day" or "days" is used herein, such shall refer to calendar day or days, unless otherwise specifically provided herein. Whenever a reference is made herein to a particular Section of this Lease, it shall mean and include all subsections and subparts thereof. The word "include" or "including" shall describe examples of the antecedent clause, and shall not be construed to limit the scope of such clause.

17.11 **Applicable Law; Severability.** The interpretation and enforcement of this Lease shall be governed by the laws of the State of California. Should any part, term, portion or provision of this Lease, or the application thereof to any Person or circumstances be held to be illegal or in conflict with any Governmental Restrictions, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other Persons or circumstances, shall be deemed severable and the same shall remain enforceable and valid to the fullest extent permitted by law.

17.12 **Exhibits.** All exhibits referred to in this Lease are attached hereto and incorporated herein by reference.

17.13 **Memorandum of Lease.** This Lease shall not be recorded, however the Parties shall execute and record a Memorandum of Lease in the form attached hereto as Exhibit "K". Tenant shall pay all recording fees, costs, taxes, and other expenses for the recording.

17.14 **Landlord's Rights of Entry and Inspection.** Landlord and its authorized agents and representatives shall have the right during business hours, upon not less than twenty-four (24) hours' oral or written notice to Tenant (except that in the case of an emergency, the existence of which shall be determined by Landlord in its reasonable discretion, no advance notice shall be required), to enter upon the Premises for purposes of inspecting the same and exercising its rights under this Lease, provided that such inspections shall be conducted in a manner that will cause the least possible inconvenience, annoyance, or disturbance to Tenant's construction or business activities. In addition, Landlord or any Person authorized by Landlord may so enter the Premises (i) to inspect the Premises, (ii) to make any repairs which it is entitled to make to the Premises and perform any work that Landlord may deem necessary to prevent waste or deterioration of the Premises if Tenant does not make or cause such repairs to be made or performed within a reasonable time after receipt of demand from Landlord pursuant to Section 7.3, (iii) to perform remodeling, construction or other work incidental to any portion of the Project, including without limitation the premises of another tenant, (iv) to perform any Remedial Work which is necessary or appropriate as a result of any governmental order, investigation or proceeding, and/or (v) to post notices of non-liability for Alterations, additions, and/or repairs. Nothing contained in this Section 17.14 shall imply any duty on the part of Landlord to do any such work which, under any provision of this Lease, Tenant may be required to do, nor shall it constitute a waiver of Tenant's Default in failing to do the same. No exercise by Landlord of any rights contained in this Section 17.14 shall entitle Tenant to any damage for any injury or inconvenience occasioned thereby nor to any abatement of Rent. If in connection with Landlord's inspection of any work being performed by Tenant, any such work is not in conformity with the plans and specifications approved pursuant to this Lease, any Governmental Restrictions, or any other provisions of this Lease, Landlord may, upon five (5) days notice to Tenant, stop the work and order correction of any such work. Inspection by Landlord of the Premises or any improvements thereon is for the sole purpose of protecting the rights of Landlord and is not to be construed as an acknowledgment, acceptance or representation by Landlord that there has been compliance with the provisions of this Lease or the plans and specifications approved by Landlord for such work, or that the Premises or any improvements thereon will be free of faulty materials or workmanship.

17.15 **Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

17.16 No Rights of Third Parties: Negation of Partnership. None of the promises or undertakings made herein are for the benefit of any Person which is not a Party to this Lease, except with respect to the following provisions which the third parties described therein shall be entitled to rely upon: (i) Tenant's obligation to construct fencing for the benefit of Casuda pursuant to Section 5.3 of this Lease, (ii) Tenant's obligation to respect Casuda's exclusive right to the upper level of the Parking Structure pursuant to Section 6.6 of this Lease, (iii) Tenant's obligation to maintain a public liability insurance policy insuring the Common Area and to name Casuda as an additional insured thereunder pursuant to Section 11.2 of this Lease, (iv) Tenant's indemnity of Casuda pursuant to Section 15.3 of this Lease, and (v) any beneficiary of the estoppel certificate provisions set forth in Section 17.2 above. Nothing in this Lease shall be construed to render Landlord a partner, joint venturer, or associate in any relationship or for any purpose with Tenant other than that of Landlord and Tenant, nor shall this Lease be construed to authorize either to act as agent for the other.

17.17 Liability Joint and Several. All the terms, covenants and conditions contained in this Lease to be performed by either Party, if such Party shall consist of more than one Person or organization, shall be deemed to be joint and several.

17.18 Consents or Approvals. Except as expressly provided in this Lease, whenever a Party is entitled to consent to or approve of any matter herein, such consent may not be unreasonably withheld. All consents and approvals under this Lease shall be in writing.

17.19 No Deemed Approvals. Except as expressly provided in this Lease, under no circumstance shall any consent and/or approval of Landlord or Tenant required under this Lease, including, without limitation, any consents rendered in connection with any proposed Transfers by Tenant, be deemed to have been rendered absent the written consent or approval of such Party. Except as expressly provided in this Lease, in no event shall the failure to approve or disapprove any submission within the time provided by this Lease result in a deemed approval of such submission, although, in that event, the Party who has made such submission shall be entitled to exercise all other remedies provided by this Lease in order to compel the other Party's timely approval or disapproval of any such submission.

17.20 Labor. Tenant shall use only licensed contractors in the making and/or installation of any Alterations or Improvements.

17.21 Landlord's Execution. Landlord shall have no obligation or liability whatsoever to Tenant until such time as Landlord shall have executed this Lease and delivered a copy of such executed Lease to Tenant. Similarly, Tenant shall have no obligation or liability whatsoever to Landlord until such time as Tenant shall have executed this Lease and delivered a copy of such executed Lease to Landlord.

17.22 Covenants. All of the provisions of this Lease are to be construed as covenants and agreements as though words importing such covenants and agreements were used in each provision of this Lease.

17.23 Entire Agreement. There are no oral agreements between Landlord and Tenant affecting this Lease, and this Lease supersedes and cancels any and all previous leases (including the Original Lease Agreement, from and after the Effective Date and unless otherwise expressly provided in this Lease), negotiations, arrangements, brochures, letters of intent, agreements and understandings, written or oral, if any, between Landlord and Tenant or displayed by Landlord to Tenant with respect to the Premises or the Project, and none of them shall be used to interpret or construe this Lease. This Lease is and shall be considered to be the only agreement between Landlord and Tenant and their representatives and agents with respect to the Term hereunder. All negotiations and oral agreements acceptable to Landlord and Tenant have been merged into and are included in this Lease. There are no other representations or warranties between Landlord and Tenant and all reliance with respect to representations is solely upon the representations and agreements contained in this Lease.

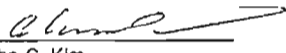
17.24 No Merger. There shall be no merger of this Lease, nor of the leasehold estate created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease or the leasehold estate created by the Lease or any interest in this Lease may be held, directly or indirectly, by or for the account of any Person who shall own the fee estate in the Premises or any interest in such fee estate, and no such merger shall occur unless and until all Persons (including any leasehold mortgagee) having an interest in this Lease or in the leasehold estate created by this Lease shall join in a written instrument effecting such merger and shall duly record the same.

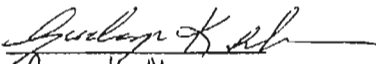
IN WITNESS WHEREOF, the Parties have executed this Lease as of the date first above written.

TENANT:

M.P.G.C. Limited Partnership,
a California limited partnership

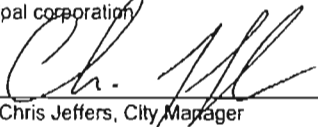
By: M.P. Golf Course Management, Inc.,
a California corporation
Its: General Partner

By: 
Name: John C. Kim
Its: President

By: 
Name: George K. Ahn
Its: Secretary

LANDLORD:

CITY OF MONTEREY PARK,
a municipal corporation

By: 
Chris Jeffers, City Manager

ATTEST:

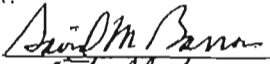
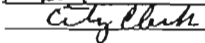
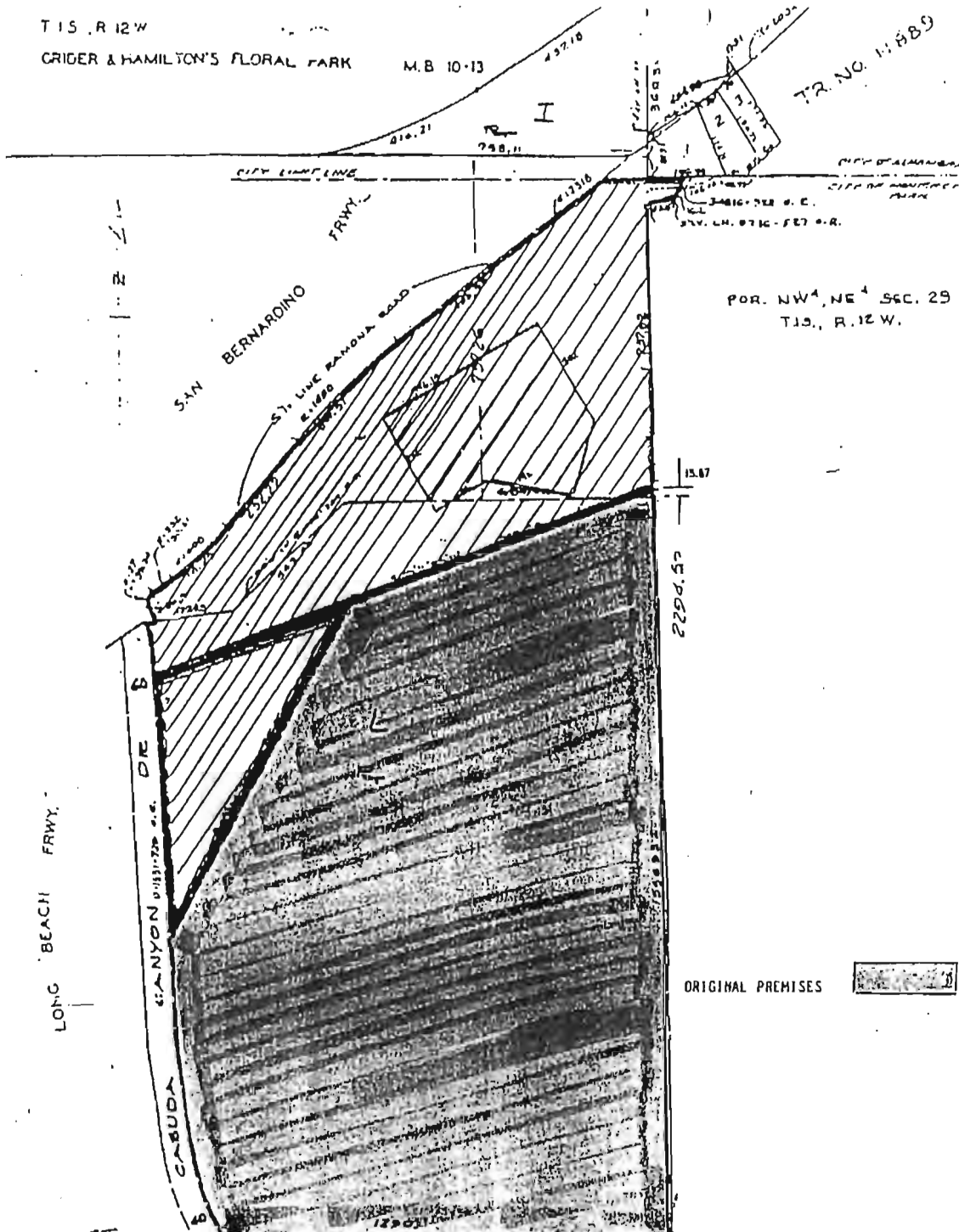
By: 
Title: 

EXHIBIT "A"

ORIGINAL PREMISES



THIS IS NOT A SURVEY OF THE LAND BUT IS COMPILED FOR INFORMATION BY THE
TITLE INSURANCE AND TRUST COMPANY FROM DATA SHOWN IN OFFICIAL RECORDS.

EXHIBIT "A-1"

LEGAL DESCRIPTION OF ORIGINAL PREMISES

COMMUNITY BANK
3124 SAN FERNANDO ROAD
LOS ANGELES, CALIFORNIA 90065

L E A S E

7440
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This Lease is by and between the CITY OF MONTEREY PARK, a municipal corporation (hereinafter called "Lessor") and GEORGE C. LANE, STEVEN G. LANE and CHRISTOPHER JONES, doing business as MONTEREY PARK GOLF COURSE, a general partnership (hereinafter called "Lessees").

In consideration of the mutual covenants hereinafter exchanged, the parties hereto do hereby enter into a Lease as follows, to wit:

1. PROPERTY LEASED. Lessor does hereby lease to Lessees the premises as shown on Exhibit "A" attached hereto in the City of Monterey Park, County of Los Angeles, State of California, and more particularly described as follows:

Beginning at the most easterly corner of Lot 3 of Tract No. 11889, in the City of Alhambra, County of Los Angeles, State of California, as per map recorded in book 230 pages 5 and 6 of Maps, Records of said County; thence along the southeasterly lines of said Lots 3 and 2, southwesterly, 92.27 feet to the southeasterly corner of said Lot 2; thence along the southerly lines of said Lots 2 and 1, westerly 48.93 feet; thence along the southerly line of an easement for slopes and drainage facilities as granted to the State of California by deed recorded in book 34816, page 328 of Official Records, of said County, westerly 102.03 feet to the southeasterly line of the land described in Parcel 2 as granted to the State of California by deed recorded in book D-763, page 527 of said Official Records; thence southwesterly along last said southeasterly line, 16.20 feet; thence westerly along the southerly line of last mentioned deed 53.87 feet to a point in the easterly line of

1302

Lot "L" of Grider and Hamilton's Floral Park in the City of Monterey Park, County of Los Angeles, State of California, as per map recorded in book 10, page 13 of maps in the office of the County Recorder of said County, distant southerly thereon 56.24 feet from the northeasterly corner of said Lot "L"; thence along said easterly line South 00° 07' 20" East, to the southerly line of the northerly 737.62 feet of said Lot "L"; thence along last said southerly line South 89° 40' 31" West 684.49 feet to the southeasterly line described in Parcel 1 of a Quitclaim Deed to the State of California recorded in book D-695 page 990 of said Official Records; thence along last said southeasterly line South 46° 53' 00" West 343.68 feet; thence along the southerly line of last said deed South 83° 27' 46" West, 177.43 feet; thence North 20° 58' 50" West 36.77 feet to the beginning of a tangent curve concave southeasterly and having a radius of 27.00 feet; thence northeasterly along said curve through an angle of 83° 16' 34" an arc distance of 39.24 feet to a point of reverse curve concave northwesterly and having a radius of 532.00 feet; thence northeasterly along said reverse curve through an angle of 05° 24' 27" an arc distance of 50.21 feet to a point of compound curve concave northwesterly and having a radius of 608.00 feet; thence northeasterly along last said curve through an angle of 16° 08' 17" an arc distance of 171.25 feet; thence tangent North 40° 45' 00" East 232.27 feet to a tangent curve concave southeasterly and having a radius of 1,490.00 feet; thence northeasterly along this latter curve through an angle of 11° 40' 30" an arc distance of 307.51 feet; thence tangent North 52° 34' 30" East, 469.99 feet to a tangent curve concave northwesterly and having a radius of 2,318.00 feet; thence northeasterly along said last mentioned curve through an angle of 11° 59' 06", an arc distance of 484.88 feet; thence North 40° 35' 24" East 17.91 feet to the northwesterly prolongation of the northeasterly line of said Lot 3 of said Tract No. 11889; thence southeasterly along said prolongation and along said northeasterly line of said Lot 3 to the point of beginning.

EXCEPT therefrom that portion of said land, lying within the lines of Lot 15 of Tract No. 21878, in the City of Monterey Park, County of Los Angeles, State of California, as per map recorded in book 648 pages 1 to 3 inclusive of Maps, in the office of the County Recorder of said County.

AND IN ADDITION

That portion of Lot L, Grider and Hamilton's Floral Park, in the City of Monterey Park, County of Los Angeles, State of California, as shown on map filed in Book 10, page 13, of Maps, in the office of the Recorder of said County, within the following described boundaries:

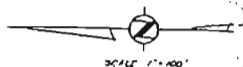
Beginning at the intersection of the southerly line of the northerly 737.62 feet of said lot with the easterly boundary of said lot; thence southerly and westerly along the easterly and southerly boundaries of said lot to the northeasterly boundary of that certain 60 foot strip of land described in Parcel A of deed to the City of Monterey Park for Casuda Canyon Drive, recorded as Document No. 4267, on August 23, 1961, in Book D1331, page 729, of Official Records, in the office of said Recorder; thence northwesterly and northerly along the northeasterly and easterly boundaries of said certain 60 foot strip of land and following the same in all its various courses and curves to the southerly boundary of that certain parcel of land described as Parcel 1 in deed to State of California, for freeway and frontage road, recorded as Document No. 1014, on December 17, 1959, in Book D695, page 990; of said Official Records; thence northeasterly and easterly along the southeasterly and southerly boundaries of said certain parcel of land to said southerly line; thence easterly along said southerly line to the point of beginning.

Excepting therefrom any portion thereof which lies within the northeast quarter of Section 29, Township 1 South, Range 12 West S.B.M.

except for that portion approximately 2 1/2 acres in area delineated on said Exhibit "A" and described thereon as "Restaurant and Banquet Facility" Site.

and except for that property described below as "Parcel O", which property was transferred to Casuda pursuant to the Land Transfer Agreement.





SCALE 1"=400'

1	4	542
2	3	164
3	2	146
4	1	124
5	2	104
6	3	121
7	3	124
8	3	124
9	4	723
10	4	723

LIGHTED BOWLING RANGE

9 HOLE LIGHTED GOLF COURSE

AMC GREEN ELEV. 415

NOTES	
1. ALL DISTANCES ARE IN FEET	
2. ALL ANGLES ARE IN DEGREES	
3. ALL ELEVATIONS ARE IN FEET	
4. ALL AREAS ARE IN SQUARE FEET	
5. ALL PERIMETERS ARE IN FEET	
6. ALL VOLUMES ARE IN CUBIC FEET	
7. ALL WEIGHTS ARE IN POUNDS	
8. ALL TEMPERATURES ARE IN DEGREES FAHRENHEIT	
9. ALL PRESSURES ARE IN POUNDS PER SQUARE INCH	
10. ALL SPEEDS ARE IN FEET PER SECOND	

CITY OF MONTEREY PARK, CALIFORNIA	
MONTEREY PARK GOLF COURSE	
EXHIBIT A	
PREPARED IN THE OFFICE OF THE CITY ENGINEER	
DESIGNED BY <i>David H. Smith</i> CIVIL ENGINEER	CHECKED BY <i>J. H. Smith</i> CIVIL ENGINEER
DATE: MAY 1958	DWG. NO. D-653

PARCEL D

That portion of Lot L, Grider and Hamilton's Floral Park, in the City of Monterey Park, County of Los Angeles, State of California, as shown on map filed in Book 10, Page 13, of Maps, in the Office of the Recorder of said County, within the following described boundaries:

Beginning at the intersection of the southerly line of the northerly 737.62 feet of said lot with the easterly boundary of said lot; thence southerly and westerly along the easterly and southerly boundaries of said lot to the northeasterly boundary of that certain 60 foot strip of land described in Parcel A of deed to the City of Monterey Park for Casuda Canyon Drive, recorded as Document No. 4267, on August 23, 1961, in Book D-1331, Page 729, of Official Records, in the Office of said Recorder; thence northwesterly and northerly along the northeasterly and easterly boundaries of said certain 60 foot strip of land and following the same in all its various courses and curves to the southerly boundary of that certain parcel of land described as Parcel 1 in deed to State of California, for freeway and frontage road, recorded as Document No. 1014, on December 17, 1959, in Book D-693, Page 990, of said office records; thence northeasterly and easterly along the southeasterly and southerly boundaries of certain parcel of land to said southerly line; thence easterly along said southerly line to the point of beginning.

EXCEPTING THEREFROM any portion thereof which lies within the northeast quarter of Section 29, Township 1 South, Range 12 West, San Bernardino Meridian.

ALSO EXCEPTING any portion thereof which lies northerly of the following described line:

Beginning at the intersection of the southerly line of the northerly 737.62 feet of said lot with the easterly boundary of said lot; thence northerly along said easterly boundary north 00° 07' 20" east 13.87 feet to the true point of beginning; thence south 70° 11' 55" west in a straight line to the easterly boundary of that certain 60 foot strip of land described in Parcel A of deed to the City of Monterey Park for Casuda Canyon Drive, recorded as Document No. 4267, on August 23, 1961, in Book D-1331, Page 729, of Official Records, in the Office of said County Recorder.

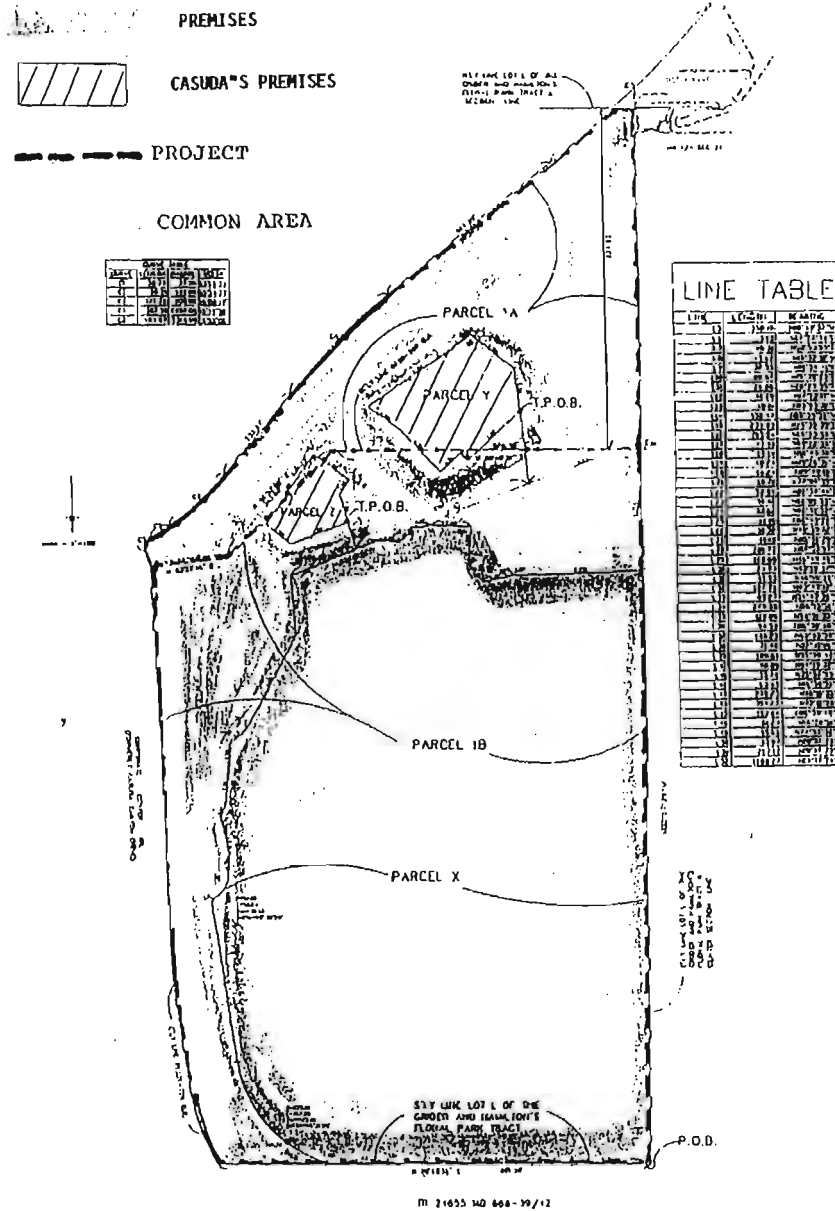
ALSO EXCEPTING that portion thereon which lies southeasterly of the following described line:

Beginning at the intersection of the southerly line of the northerly 737.62 feet of said lot with the easterly boundary of said lot; thence northerly along said easterly boundary north 00° 07' 20" east 13.87 feet to the true point of beginning; thence south 70° 11' 55" west 729.58 feet to an angle point, thence south 39° 22' 20" west 813.96 feet more or less to the easterly boundary on that certain 60 foot strip of land described in Parcel A of deed to the City of Monterey Park for Casuda Canyon Drive, recorded as Document No. 4267, on August 23, 1961, in Book D-1331, Page 729, of Official Records, in the Office of said County Recorder.

EXHIBIT "B"

PROJECT SITE PLAN

PORTION OF LOT "L" OF GRIDER AND HAMILTON'S FLORAL PARK IN THE CITY OF MONTEREY PARK



OLEN D. MURREY - CIVIL ENGINEER
363 S MONTEREY PASS ROAD
MONTEREY PARK, CALIFORNIA 91754
(323) 281-8892, (323) 266-7911

CITY OF MONTEREY PARK
GOLF AND RESTAURANT
LEASE PARCELS

NO.	DATE	DESCRIPTION	BY	CHKD.
1	11/11/12	PROJECT SITE PLAN	DM	DM
2	11/11/12	PROJECT SITE PLAN	DM	DM
3	11/11/12	PROJECT SITE PLAN	DM	DM
4	11/11/12	PROJECT SITE PLAN	DM	DM
5	11/11/12	PROJECT SITE PLAN	DM	DM
6	11/11/12	PROJECT SITE PLAN	DM	DM
7	11/11/12	PROJECT SITE PLAN	DM	DM
8	11/11/12	PROJECT SITE PLAN	DM	DM
9	11/11/12	PROJECT SITE PLAN	DM	DM
10	11/11/12	PROJECT SITE PLAN	DM	DM
11	11/11/12	PROJECT SITE PLAN	DM	DM
12	11/11/12	PROJECT SITE PLAN	DM	DM
13	11/11/12	PROJECT SITE PLAN	DM	DM
14	11/11/12	PROJECT SITE PLAN	DM	DM
15	11/11/12	PROJECT SITE PLAN	DM	DM
16	11/11/12	PROJECT SITE PLAN	DM	DM
17	11/11/12	PROJECT SITE PLAN	DM	DM
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94	11/11/12	PROJECT SITE PLAN	DM	DM
95	11/11/12	PROJECT SITE PLAN	DM	DM
96	11/11/12	PROJECT SITE PLAN	DM	DM
97	11/11/12	PROJECT SITE PLAN	DM	DM
98	11/11/12	PROJECT SITE PLAN	DM	DM
99	11/11/12	PROJECT SITE PLAN	DM	DM
100	11/11/12	PROJECT SITE PLAN	DM	DM

EXHIBIT "C"

LEGAL DESCRIPTION OF PROJECT

Parcel 1A

Beginning at the most easterly corner of Lot 3 of Tract No. 11889, in the City of Alhambra, County of Los Angeles, State of California, as per map recorded in book 230 pages 5 and 6 of Maps, Records of said County; thence along the southeasterly lines of said Lots 3 and 2, southwesterly, 92.27 feet to the southeasterly corner of said Lot 2; thence along the southerly lines of said Lots 2 and 1, westerly 48.93 feet; thence along the southerly line of an easement for slopes and drainage facilities as granted to the State of California by deed recorded in book 34816, page 328 of Official Records, of said County, westerly 102.03 feet to the southeasterly line of the land described in Parcel 2 as granted to the State of California by deed recorded in book D-763, page 527 of said Officials Records; thence southwesterly along last said southeasterly line, 16.20 feet; thence westerly along the southerly line of last mentioned deed 53.87 feet to a point in the easterly line of Lot "L" of Grider and Hamilton's Floral Park in the City of Monterey Park, County of Los Angeles, State of California, as per map recorded in book 10, page 13 of maps in the office of the County Recorder of said County, distant southerly thereon 56.24 feet from the northeasterly corner of said Lot "L"; thence along said easterly line South $00^{\circ} 07' 20''$ East, to the southerly line of the northerly 737.82 feet of said Lot "L"; thence along last said southerly line South $89^{\circ} 40' 31''$ West 684.49 feet to the southeasterly line described in Parcel 1 of a Quitclaim Deed to the State of California recorded in book D-695 page 990 of said Officials Records; thence along last said southeasterly line South $46^{\circ} 53' 00''$ West 343.68 feet; thence along the southerly line of last said deed South $83^{\circ} 27' 46''$ West, 177.43 feet; thence North $20^{\circ} 58' 50''$ West 36.77 feet to the beginning of a tangent curve concave southeasterly and having a radius of 27.00 feet; thence northeasterly along said curve through an angle of $83^{\circ} 18' 34''$ an arc distance of 39.24 feet to a point of reverse curve concave northwesterly and having a radius of 532.00 feet; thence northeasterly along said reverse curve through an angle of $05^{\circ} 24' 27''$ an arc distance of 50.21 feet to a point of compound curve concave northwesterly and having a radius of 808.00 feet; thence northeasterly along last said curve through an angle of $16^{\circ} 08' 17''$ an arc distance of 171.25 feet; thence tangent North $40^{\circ} 45' 00''$ East 232.27 feet to a tangent curve concave southeasterly and having a radius of 1,490.00 feet; thence northeasterly along this

latter curve through an angle of $11^{\circ} 49' 30''$ an arc distance of 307.51 feet; thence tangent North $52^{\circ} 34' 30''$ East, 469.99 feet to a tangent curve concave northwesterly and having a radius of 2,318.00 feet; thence northeasterly along said last mentioned curve through an angle of $11^{\circ} 59' 08''$ an arc distance of 484.88 feet; thence North $40^{\circ} 35' 24''$ East 17.91 feet to the northwesterly prolongation of the northeasterly line of said Lot 3 of said Tract No. 11889; thence southeasterly along said prolongation and along said northeasterly line of said Lot 3 to the point of beginning.

EXCEPT therefrom that portion of said land lying within the lines of Lot 15 of Tract No. 21878, in the City of Monterey Park, County of Los Angeles, State of California, as per map recorded in book 648 pages 1 to 3 inclusive of Maps, in the office of the County Recorder of said County.

Parcel 1B

That portion of Lot L, Grider and Hamilton's Floral Park in the City of Monterey Park, County of Los Angeles, State of California, as shown on map filed in Book 10, page 13, of Maps, in the office of the Recorder of said County, within the following described boundaries:

Beginning at the intersection of the southerly line of the northerly 737.62 feet of said lot with the easterly boundary of said lot; thence southerly and westerly along the easterly and southerly boundaries of said lot to the northeasterly boundary of that certain 60 foot strip of land described in Parcel A of deed to the City of Monterey Park for Casuda Canyon Drive, recorded as Document No. 4267, on August 23, 1961, in Book D1331, page 729, of Official Records, in the office of said Recorder; thence northwesterly and northerly along the northeasterly and easterly boundaries of said certain 60 foot strip of land and following the same in all its various courses and curves to the southerly boundary of that certain parcel of land described as Parcel 1 in deed to State of California, for freeway and frontage road, recorded as Document No. 1014, on December 17, 1959, in Book D695, page 990, of said Official Records; thence northeasterly and easterly along the southeasterly and southerly boundaries of said certain parcel of land to said southerly line; thence easterly along said southerly line to the point of beginning.

Excepting therefrom any portion thereof which lies within the northeast quarter of Section 29, Township 1 South, Range 12 West S. B. M.

EXHIBIT "D"

PREMISES LEGAL DESCRIPTION

PARCEL "X"

THAT PORTION OF LOT "L" OF GRIDER AND HAMILTON'S FLORAL PARK, IN THE CITY OF MONTEREY PARK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 10, PAGE 13 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT "L"; THENCE N 7° 07' 20"W, ALONG THE EASTERLY LINE OF SAID LOT, 1288.27 FEET; THENCE S87° 57' 17"W, 281.72 FEET; THENCE S85° 51' 29"W, 10.18 FEET; THENCE S79° 39' 02"W, 10.32 FEET; THENCE S77° 04' 39"W, 60.70 FEET; THENCE N02° 37' 44"E, 57.84 FEET; THENCE N82° 51' 52"W, 33.62 FEET; THENCE N06° 43' 26"E, 61.00 FEET; THENCE N88° 05' 59"W, 91.46 FEET; THENCE, S80° 22' 36"W, 49.40 FEET; THENCE S09° 49' 10"W, 14.24 FEET; THENCE S51° 43' 50"W, 25.14 FEET; THENCE S85° 28' 31"W, 48.24 FEET; THENCE S69° 23' 57"W, 213.54 FEET; THENCE S03° 35' 56"E, 132.47 FEET; THENCE S29° 38' 59"W, 234.83 FEET; THENCE S50° 53' 05"W, 48.31 FEET; THENCE S05° 05' 02"W, 48.31 FEET; THENCE S05° 35' 23"W, 88.87 FEET; THENCE S28° 23' 55"W, 26.86 FEET; THENCE S17° 13' 10"E, 40.28 FEET; THENCE S10° 32' 10"E, 43.67 FEET; THENCE S01° 54' 41"W, 37.95 FEET TO A TANGENT CURVE CONCAVED NORTHWESTERLY OF RADIUS 60.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 65° 33' 04"; THENCE ALONG A LINE TANGENT TO SAID CURVE S87° 27' 44"W, 3.13 FEET; THENCE S08° 49' 37"E, 358.10 FEET TO A TANGENT CURVE CONCAVED NORTHEASTERLY OF RADIUS 275.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66° 10' 05"; THENCE ALONG A LINE TANGENT TO SAID CURVE S74° 59' 42"E, 15.53 FEET TO THE NORTH LINE OF TRACT NO. 24665 AS PER MAP RECORDED IN BOOK 68, PAGES 39 THROUGH 42 OF MAPS OF SAID COUNTY; THENCE ALONG SAID NORTH LINE N89° 43' 35"E, 719.61 FEET TO THE POINT OF BEGINNING.

**VISUAL DEPICTION AND LEGAL DESCRIPTION
OF COMMON AREA**

COMMON AREA

FLORAL PARK TRACT

PARCEL Y

PARCEL Z

PARCEL 10

PARCEL X

ELY LINE LOT 1 OF THE
ORDER AND HAMILTON'S
FLORAL PARK TRACT

P.O.B.

LINE TABLE

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100



OLEN D. MURRAY - CIVIL ENGINEER
 843 S MONTEREY PARK ROAD
 MONTEREY PARK, CALIFORNIA 91764
 (310) 281-6100, (310) 286-7011

CITY OF MONTEREY PARK
 GOLF AND RESTAURANT
 LEASE PARCELS

NO.	DESCRIPTION	DATE	AMOUNT
1	LEASE PARCELS	1/1/75	\$1.25

Parcel 1A

Beginning at the most easterly corner of Lot 3 of Tract No. 11889, in the City of Alhambra, County of Los Angeles, State of California, as per map recorded in book 230 pages 5 and 6 of Maps, Records of said County; thence along the southeasterly lines of said Lots 3 and 2, southwesterly, 92.27 feet to the southeasterly corner of said Lot 2; thence along the southerly lines of said Lots 2 and 1, westerly 48.93 feet; thence along the southerly line of an easement for slopes and drainage facilities as granted to the State of California by deed recorded in book 34816, page 328 of Official Records, of said County, westerly 102.03 feet to the southeasterly line of the land described in Parcel 2 as granted to the State of California by deed recorded in book D-763, page 527 of said Officials Records; thence southwesterly along last said southeasterly line, 16.20 feet; thence westerly along the southerly line of last mentioned deed 53.87 feet to a point in the easterly line of Lot "L" of Grider and Hamilton's Floral Park in the City of Monterey Park, County of Los Angeles, State of California, as per map recorded in book 10, page 13 of maps in the office of the County Recorder of said County, distant southerly thereon 56.24 feet from the northeasterly corner of said Lot "L"; thence along said easterly line South $00^{\circ} 07' 20"$ East, to the southerly line of the northerly 737.62 feet of said Lot "L"; thence along last said southerly line South $89^{\circ} 40' 31"$ West 684.49 feet to the southeasterly line described in Parcel 1 of a Quitclaim Deed to the State of California recorded in book D-895 page 990 of said Officials Records; thence along last said southeasterly line South $46^{\circ} 53' 00"$ West 343.68 feet; thence along the southerly line of last said deed South $83^{\circ} 27' 48"$ West, 177.43 feet; thence North $20^{\circ} 58' 50"$ West 36.77 feet to the beginning of a tangent curve concave southeasterly and having a radius of 27.00 feet; thence northeasterly along said curve through an angle of $83^{\circ} 18' 34"$ an arc distance of 39.24 feet to a point of reverse curve concave northwesterly and having a radius of 532.00 feet; thence northeasterly along said reverse curve through an angle of $05^{\circ} 24' 27"$ an arc distance of 50.21 feet to a point of compound curve concave northwesterly and having a radius of 808.00 feet; thence northeasterly along last said curve through an angle of $16^{\circ} 08' 17"$ an arc distance of 171.25 feet; thence tangent North $40^{\circ} 45' 00"$ East 232.27 feet to a tangent curve concave southeasterly and having a radius of 1,490.00 feet; thence northeasterly along this latter curve through an angle of $11^{\circ} 49' 30"$ an arc distance of 307.51 feet; thence tangent North $52^{\circ} 34' 30"$ East, 469.99 feet to a tangent curve concave northwesterly and having a radius of 2,318.00 feet; thence northeasterly along said last mentioned curve through an angle of $11^{\circ} 59' 06"$ an arc distance of 484.88 feet; thence North $40^{\circ} 35' 24"$ East 17.91 feet to the northwesterly prolongation of the northeasterly line of said Lot 3 of said Tract No. 11889; thence southeasterly along said prolongation and along said northeasterly line of said Lot 3 to the point of beginning.

EXCEPT therefrom that portion of said land lying within the lines of Lot 15 of Tract No. 21878, in the City of Monterey Park, County of Los Angeles, State of California, as per map recorded in book 648 pages 1 to 3 inclusive of Maps, in the office of the County Recorder of said County.

Parcel 1B

That portion of Lot L, Grider and Hamilton's Floral Park in the City of Monterey Park, County of Los Angeles, State of California, as shown on map filed in Book 10, page 13, of Maps, in the office of the Recorder of said County, within the following described boundaries:

Beginning at the intersection of the southerly line of the northerly 737.62 feet of said lot with the easterly boundary of said lot; thence southerly and westerly along the easterly and southerly boundaries of said lot to the northeasterly boundary of that certain 60 foot strip of land described in Parcel A of deed to the City of Monterey Park for Casuda Canyon Drive, recorded as Document No. 4267, on August 23, 1961, in Book D1331, page 729, of Official Records, in the office of said Recorder; thence northwesterly and northerly along the northeasterly and easterly boundaries of said certain 60 foot strip of land and following the same in all its various courses and curves to the southerly boundary of that certain parcel of land described as Parcel 1 in deed to State of California, for freeway and frontage road, recorded as Document No. 1014, on December 17, 1959, in Book D695, page 990, of said Official Records; thence northeasterly and easterly along the southeasterly and southerly boundaries of said certain parcel of land to said southerly line; thence easterly along said southerly line to the point of beginning.

Excepting therefrom any portion thereof which lies within the northeast quarter of Section 29, Township 1 South, Range 12 West S. B. M.

EXCEPTING FROM PARCELS 1A AND 1B THE FOLLOWING PARCELS X, Y AND Z:

PARCEL "X"

THAT PORTION OF LOT "L" OF GRIDER AND HAMILTON'S FLORAL PARK, IN THE CITY OF MONTEREY PARK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 10, PAGE 13 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT "L"; THENCE N 7° 07' 20"W, ALONG THE EASTERLY LINE OF SAID LOT, 1288.27 FEET; THENCE S87° 57' 17"W, 281.72 FEET; THENCE S85° 51' 29"W, 10.18 FEET; THENCE S79° 39' 02"W, 10.32 FEET; THENCE S77° 04' 39"W, 60.70 FEET; THENCE N02° 37' 44"E, 57.84 FEET; THENCE N82° 51' 52"W, 33.62 FEET; THENCE N08° 43' 26"E, 61.00 FEET; THENCE N88° 05' 59"W, 91.46 FEET; THENCE, S80° 22' 36"W, 49.40 FEET; THENCE S09° 49' 10"W, 14.24 FEET; THENCE S51° 43' 50"W, 25.14 FEET; THENCE S85° 26' 31"W, 48.24 FEET; THENCE S69° 23' 57"W, 213.54 FEET; THENCE S03° 35' 56"E, 132.47 FEET; THENCE S29° 38' 59"W, 234.83 FEET; THENCE S50° 53' 05"W, 48.31 FEET; THENCE S05° 05' 02"W, 48.31 FEET; THENCE S05° 35' 23"W, 88.87 FEET; THENCE S28° 23' 56"W, 26.86 FEET; THENCE S17° 13' 10"E, 40.28 FEET; THENCE S10° 32' 10"E, 43.67 FEET; THENCE S01° 54' 41"W, 37.95 FEET TO A TANGENT CURVE CONCAVED NORTHWESTERLY OF RADIUS 60.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 65° 33' 04"; THENCE ALONG A LINE TANGENT TO SAID CURVE: S87° 27' 44"W, 3.13 FEET; THENCE S08° 49' 37"E, 358.10 FEET TO A TANGENT CURVE CONCAVED NORTHEASTERLY OF RADIUS 275.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66° 10' 05"; THENCE ALONG A LINE TANGENT TO SAID CURVE S74° 55' 42"E, 15.53 FEET TO THE NORTH LINE OF TRACT NO. 24665 AS PER MAP RECORDED IN BOOK 88, PAGES 39 THROUGH 42 OF MAPS OF SAID COUNTY; THENCE ALONG SAID NORTH LINE N89° 43' 35"E, 718.61 FEET TO THE POINT OF BEGINNING.

PARCEL "Y"

THAT PORTION OF LOT "L" OF GRIDER AND HAMILTON'S FLORAL PARK, IN THE CITY OF MONTEREY PARK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 10, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT "L", THENCE N 07° 20' W ALONG THE EASTERLY LINE OF SAID LOT, 1569.28 FEET; THENCE S70° 11' 35" W, 270.23 FEET; THENCE N06° 38' 48" W, 162.04 FEET; TO THE TRUE POINT OF BEGINNING THENCE S46° 49' 46" W, 160.88 FEET; THENCE N43° 19' 37" W, 24.74 FEET, THENCE S46° 18' 35" W, 81.55 FEET; THENCE N43° 43' 12" W, 127.78 FEET, THENCE N54° 43' 36" W, 89.27 FEET; THENCE N56° 13' 50" E, 279.38 FEET, THENCE S53° 51' 35" E, 119.88 FEET; THENCE S06° 38' 48" E, 94.52 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL "Z"

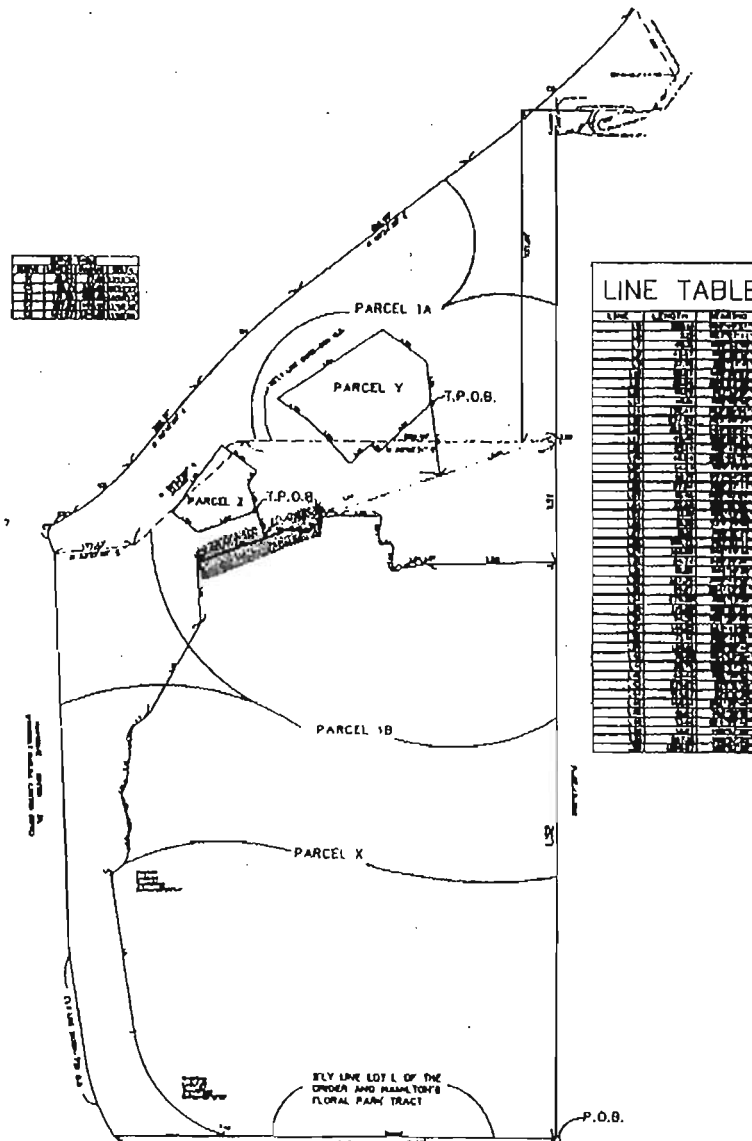
THAT PORTION OF LOT "L" OF GRIDER AND HAMILTON'S FLORAL PARK, IN THE CITY OF MONTEREY PARK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 10, PAGE 13 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT "L"; THENCE N 07° 20' W ALONG THE EASTERLY LINE OF SAID LOT, 1569.28 FEET; THENCE S70° 11' 35" W, 683.66 FEET; THENCE N16° 50' 51" W 61.24 FEET TO THE TRUE POINT OF BEGINNING; THENCE S69° 43' 58" W, 140.23 FEET; THENCE N52° 41' 06" W, 71.46 FEET; N35° 58' 42" E, 188.81 FEET; THENCE S54° 15' 32" E, 98.80 FEET; S35° 57' 55" W, 35.76 FEET; THENCE S16° 30' 51" E, 63.45 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "F"

PORTION OF GOLF COURSE FENCE TO BE RAISED BY TENANT

PORTION OF LOT "L" OF GRIDER AND HAMILTON'S
FLORAL PARK IN THE CITY OF MONTEREY PARK



TR 24653 MB 648-38/12



OLEN D. MURRAY - CIVIL ENGINEER
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(310) 261-8892, (310) 266-7811

CITY OF MONTEREY PARK
GOLF AND RESTAURANT
LEASE PARCELS

LINE	LENGTH	AREA	REMARKS
1	174.42	1	
2	174.42	1	
3	174.42	1	
4	174.42	1	
5	174.42	1	
6	174.42	1	
7	174.42	1	
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94	174.42	1	
95	174.42	1	
96	174.42	1	
97	174.42	1	
98	174.42	1	
99	174.42	1	
100	174.42	1	

EXHIBIT "G"

PORTION OF GOLF COURSE FENCE TO BE RAISED BY CASUDA

PORTION OF LOT "L" OF GRIDER AND HAMILTON'S
FLORAL PARK IN THE CITY OF MONTEREY PARK

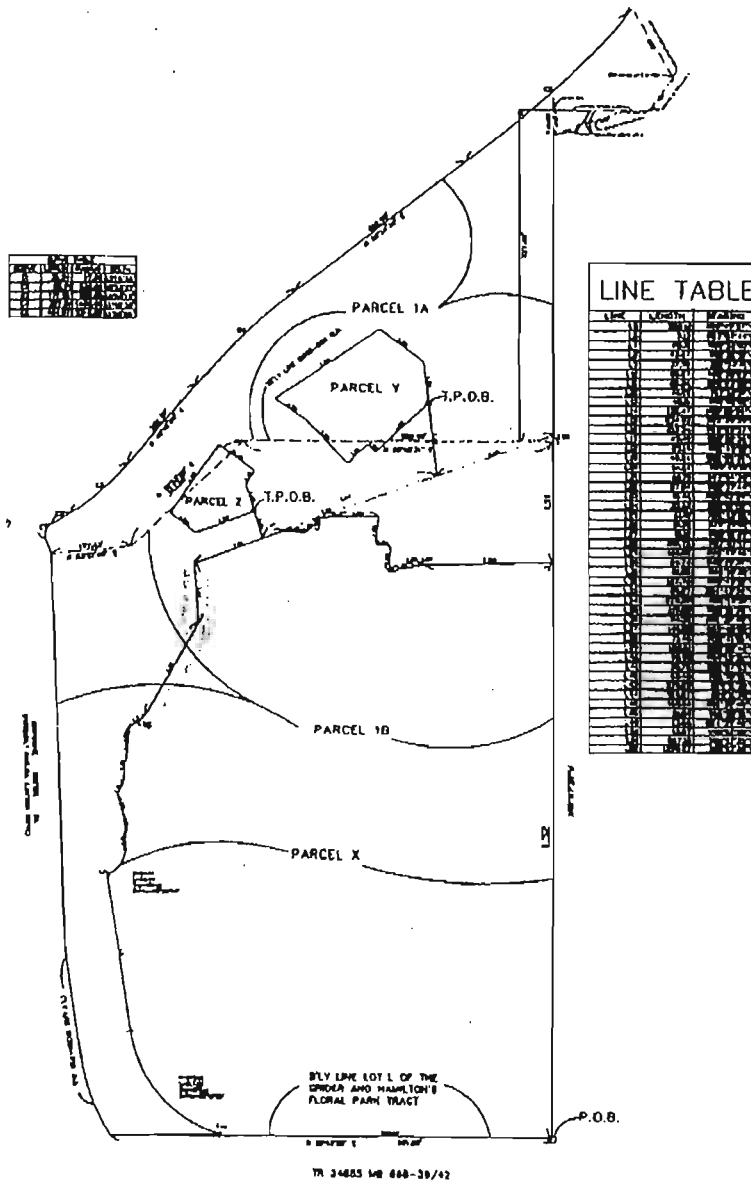
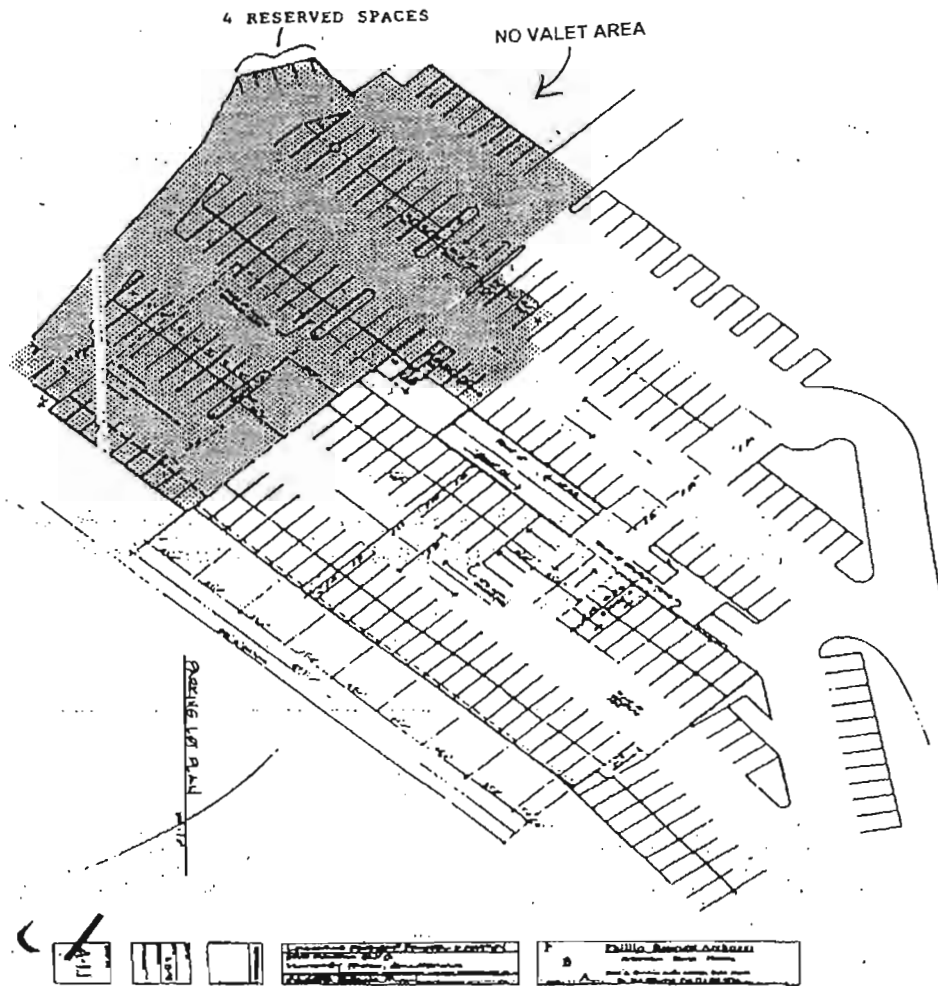


EXHIBIT "H"

RESERVED PARKING AND "NO VALET AREA"



IN WITNESS WHEREOF, this Memorandum of Lease is hereby executed as of the day and year first above written.

TENANT:

M.P.G.C. Limited Partnership,
a California limited partnership

By: M.P. Golf Course Management, Inc.,
a California corporation
Its: General Partner

By: _____
Name: John C. Kim
Its: President

By: _____
Name: _____
Its: Secretary

LANDLORD:

CITY OF MONTEREY PARK,
a municipal corporation

By: _____
Chris Jeffers, City Manager

ATTEST:

By: _____
Title: _____

EXHIBIT "A"

Site Plan

PORTION OF LOT "L" OF CRIDER AND HAMILTON'S
FLORAL PARK IN THE CITY OF MONTEREY PARK

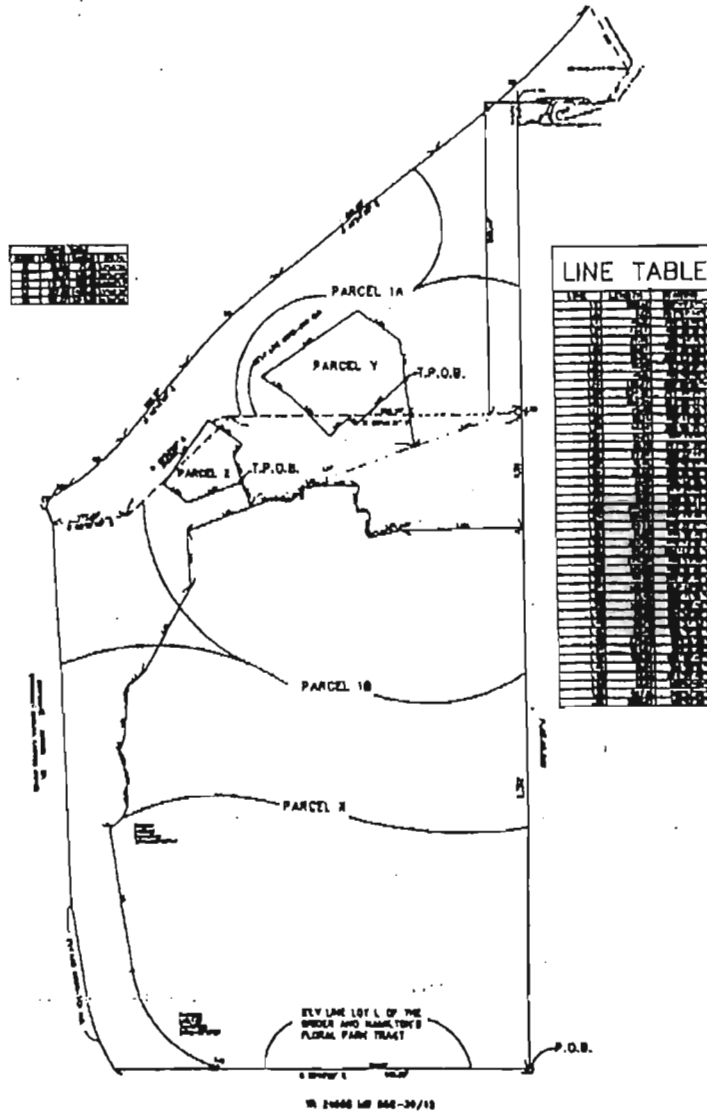


EXHIBIT "B"

Legal Description

Parcel 1A

Beginning at the most easterly corner of Lot 3 of Tract No. 11889, in the City of Alhambra, County of Los Angeles, State of California, as per map recorded in book 230 pages 5 and 6 of Maps, Records of said County; thence along the southeasterly lines of said Lots 3 and 2, southwesterly, 92.27 feet to the southeasterly corner of said Lot 2; thence along the southerly lines of said Lots 2 and 1, westerly 48.93 feet; thence along the southerly line of an easement for slopes and drainage facilities as granted to the State of California by deed recorded in book 34816, page 328 of Official Records, of said County, westerly 102.03 feet to the southeasterly line of the land described in Parcel 2 as granted to the State of California by deed recorded in book D-763, page 527 of said Officials Records; thence southwesterly along last said southeasterly line, 16.20 feet; thence westerly along the southerly line of last mentioned deed 53.87 feet to a point in the easterly line of Lot "L" of Grider and Hamilton's Floral Park in the City of Monterey Park, County of Los Angeles, State of California, as per map recorded in book 10, page 13 of maps in the office of the County Recorder of said County, distant southerly thereon 56.24 feet from the northeasterly corner of said Lot "L"; thence along said easterly line South $00^{\circ} 07' 20''$ East, to the southerly line of the northerly 737.62 feet of said Lot "L"; thence along last said southerly line South $89^{\circ} 40' 31''$ West 684.49 feet to the southeasterly line described in Parcel 1 of a Quitclaim Deed to the State of California recorded in book D-695 page 990 of said Officials Records; thence along last said southeasterly line South $46^{\circ} 53' 00''$ West 343.68 feet; thence along the southerly line of last said deed South $83^{\circ} 27' 46''$ West, 177.43 feet; thence North $20^{\circ} 58' 50''$ West 36.77 feet to the beginning of a tangent curve concave southeasterly and having a radius of 27.00 feet; thence northeasterly along said curve through an angle of $83^{\circ} 18' 34''$ an arc distance of 39.24 feet to a point of reverse curve concave northwesterly and having a radius of 532.00 feet; thence northeasterly along said reverse curve through an angle of $05^{\circ} 24' 27''$ an arc distance of 50.21 feet to a point of compound curve concave northwesterly and having a radius of 608.00 feet; thence northeasterly along last said curve through an angle of $16^{\circ} 08' 17''$ an arc distance of 171.25 feet; thence tangent North $40^{\circ} 45' 00''$ East 232.27 feet to a tangent curve concave southeasterly and having a radius of 1,490.00 feet; thence northeasterly along this

latter curve through an angle of $11^{\circ} 49' 30''$ an arc distance of 307.51 feet; thence tangent North $52^{\circ} 34' 30''$ East, 469.99 feet to a tangent curve concave northwesterly and having a radius of 2,318.00 feet; thence northeasterly along said last mentioned curve through an angle of $11^{\circ} 59' 06''$ an arc distance of 484.88 feet; thence North $40^{\circ} 35' 24''$ East 17.91 feet to the northwesterly prolongation of the northeasterly line of said Lot 3 of said Tract No. 11889; thence southeasterly along said prolongation and along said northeasterly line of said Lot 3 to the point of beginning.

EXCEPT therefrom that portion of said land lying within the lines of Lot 15 of Tract No. 21878, in the City of Monterey Park, County of Los Angeles, State of California, as per map recorded in book 648 pages 1 to 3 inclusive of Maps, in the office of the County Recorder of said County.

Parcel 18

That portion of Lot L, Grider and Hamilton's Floral Park in the City of Monterey Park, County of Los Angeles, State of California, as shown on map filed in Book 10, page 13, of Maps, in the office of the Recorder of said County, within the following described boundaries:

Beginning at the intersection of the southerly line of the northerly 737.62 feet of said lot with the easterly boundary of said lot; thence southerly and westerly along the easterly and southerly boundaries of said lot to the northeasterly boundary of that certain 60 foot strip of land described in Parcel A of deed to the City of Monterey Park for Casuda Canyon Drive, recorded as Document No. 4267, on August 23, 1961, in Book D1331, page 729, of Official Records, in the office of said Recorder; thence northwesterly and northerly along the northeasterly and easterly boundaries of said certain 60 foot strip of land and following the same in all its various courses and curves to the southerly boundary of that certain parcel of land described as Parcel 1 in deed to State of California, for freeway and frontage road, recorded as Document No. 1014, on December 17, 1959, in Book D695, page 990, of said Official Records; thence northeasterly and easterly along the southeasterly and southerly boundaries of said certain parcel of land to said southerly line; thence easterly along said southerly line to the point of beginning.

Excepting therefrom any portion thereof which lies within the northeast quarter of Section 29, Township 1 South, Range 12 West S. B. M.

EXHIBIT "L"

COMMON AREA CASUALTY CARVE-OUT

PORTION OF LOT "L" OF GRIDER AND HAMILTON'S
FLORAL PARK IN THE CITY OF MONTEREY PARK

PREMISES

PREMISES



CASUDA'S PREMISES

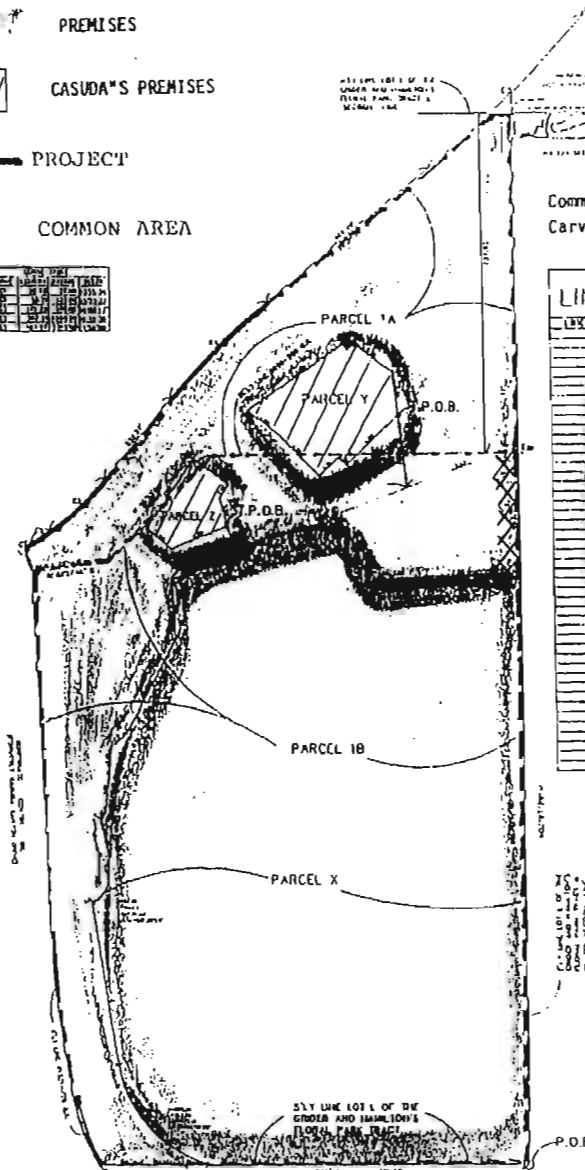
PROJECT

COMMON AREA

Area	Area	Area	Area
1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24
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97	98	99	100

Common Area Casualty
Carve-Out

LINE	TABLE	TABLE
1	2	3
4	5	6
7	8	9
10	11	12
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97	98	99
100	101	102



IN 24655 40 648-38/42



OLEN D. MURNEY - CIVIL ENGINEER
383 S. MONTEREY PASS ROAD
MONTEREY PARK, CALIFORNIA 91754
(310) 285-8595, (626) 284-7811

CITY OF MONTEREY PARK
GOLF AND RESTAURANT
LEASE PARCELS

Area	Area	Area	Area
1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24
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97	98	99	100

EXHIBIT "M"

LEGAL DESCRIPTION OF COMMON AREA CASUALTY CARVE-OUT

LEGAL DESCRIPTION
REV. 8/19/99

PARCEL S-1

THAT PORTION OF LOT "L" OF GRIDER AND HAMILTON'S FLORAL PARK, IN THE CITY OF MONTEREY PARK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 10, PAGE 13 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID "L" ; THENCE N 0°07'20"W, ALONG THE EASTERLY LINE OF SAID LOT, 1288.27 FEET, TO THE TRUE POINT OF BEGINNING; THENCE S 87°37'17" W, 153.73 FEET; THENCE N 6°47'17" E, 109.84 FEET; THENCE N 6°53'53" E, 133.71 FEET; THENCE N 70° 11' 35"E, 131.79 FEET; THENCE S 0°07'20"E, ALONG SAID EASTERLY LINE, 280.99 FEET, TO THE TRUE POINT OF BEGINNING.

EXHIBIT "C"

3-YEAR RESTORATION PLAN

LWL INVESTMENT GROUP, LLC



Monterey Park Golf Course 3 Year Restoration Plan

RE: **MP Monterey Park Golf, LLC**

Construction Area	Items	Price
Range (Completion before the first 12 months)		
	Concrete Loop from Clubhouse to end of hitting area	\$ 150,000.00
	Range Automation Automatic Teeing System	\$ 500,000.00
	Range Netting	\$ 250,000.00
		\$ 900,000.00
Buildings/Golf Course (12 to 36 months after takeover)		
	New Sand and shaping of Bunkers	\$ 50,000.00
	Renovating Greens	\$ 50,000.00
	Golf Shop Pictures	\$ 75,000.00
	Restrooms	\$ 25,000.00
	Café	\$ 75,000.00
	Computers	\$ 30,000.00
		\$ 305,000.00
Total Investment within the First 5 years		\$ 1,205,000.00

Prepared by: LWL Investment Group, LLC
Date: 10/1/03

10/1/03
10/1/03

EXHIBIT "D"

ARROWOOD GOLF COURSE PHOTOGRAPHS



5
ARROWOOD GOLF COURSE PHOTOGRAPHS CON'T.

